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Aug 30, 2024

MATT NOLAN, Auditor
WARREN COUNTY, OH by BS

LINDA ODA
WARREN COUNTY RECORDER

2024-019304

DECLARATION
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by GS 62 PGS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR HERITAGE LANDING

This Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("Declaration") is made by **HERITAGE LANDING DEVELOPMENT, LLC**, an Ohio limited liability company (the "Declarant"), under the following circumstances:

A. Declarant is the owner of the real property located in Turtlecreek Township, Warren County, Ohio, more particularly described on **Exhibit A** attached hereto (the "**Property**") and desires to create a general plan for development, design, and improvement of the Property consisting of Lots on which Dwelling Units are to be constructed, together with Common Elements, for the use, enjoyment, and benefit of the Owners.

B. Declarant desires to subject the Property to the provisions of Ohio Revised Code Section 5312 (the "Act") to establish a plan of covenants, conditions, restrictions, and private assessments to provide for the preservation of the values and amenities of the Property. To accomplish these ends, Declarant is making this Declaration and has formed the Association to own the Common Elements and any amenities located therein and to enforce and administer the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Property and any Additional Property added to this plan be subject to the provisions of this Declaration and shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration and in accordance with the provisions of the Act, which will run with the Property and any additions thereto and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof and additions thereto, and shall insure to the benefit of each Owner.

ARTICLE I
DEFINITIONS

Capitalized words used in the Declaration, but not otherwise defined, will have the meanings set forth below:

1.1. "**Additional Property**" means real property that may be added to the Property and made subject to the provisions of this Declaration, as determined by Declarant, and may include any property in the vicinity of, adjacent to, or contiguous with the Property, or a part of the Property as it is then constituted. The definition of the word "Property" above shall include any Additional Property made subject to the provisions of this Declaration.

1.2. "**Articles**" and "**Articles of Incorporation**" mean those Articles of Incorporation, filed with the Ohio Secretary of State, incorporating the Association as a non-profit corporation, as the same may be lawfully amended from time to time. A copy of which is attached hereto as **Exhibit B**.

1.3. "**Assessment**" means the fee(s) allocated, levied, and assessed against all Lots and Owners pursuant to Article 5 or otherwise in this of this Declaration.

1.4. "**Association**" means Heritage Landing Community Homeowners Association, Inc. an Ohio not-profit corporation, or its successors and assigns. Except as the context otherwise requires, "Association" includes the Board of Directors acting on behalf of the Association.

1.5. "**Board**" or "**Board of Directors**" means the board of directors of the Association.

1.6. "**Builder**" means Cristo Homes, Inc., or any other Person, approved in writing by Declarant, who acquires a Lot for the purpose of improving that Lot by erecting a Dwelling Unit thereon for resale to an Owner.

1.7 "**Building**" means a townhome-style residential building to be constructed within a Lot which consists of multiple Dwelling Units, each Dwelling Unit having separate ownership and occupied for single-family residential purposes and connected by at least one-Party Wall to one or more other Dwelling Units. There shall only be one (1) Building per Lot.

1.8. "**Bylaws**" means the bylaws of the Association attached hereto as **Exhibit C** which are incorporated into this Declaration and made a part hereof.

1.9. "**Common Element(s)**" means all the real and personal property owned, under easement, leased, or managed by the Association for the common use and enjoyment of the Owners, including all improvements thereon. Common Elements include, but are not limited to, any of the following types of areas, elements, facilities, and amenities now or in the future located on or serving the Property: Private Roadways, Storm Water Facilities, and areas designated as "Open Space," "Common Elements," or the like whether set forth in this Declaration, any Record Plat (defined below) or designated by Declarant, or as otherwise designated as easement areas in favor of the Association or the Property generally, together with all improvements and amenities associated with each such area, including, for example, landscaping, woods/natural areas, hiking trails, parking areas, dog parks, fountains, irrigation systems, identification and directional signs, grills, firepits, benches, cluster mailboxes, gazebo, and all common utilities (electricity, water, sewer, etc.); areas designated as maintenance easements on any Record Plat or designated by Declarant; storm water detention areas or retention areas located on the Property or located off-site but serving the Property; drainage lines and facilities, sanitary sewer, and storm easements and

facilities located within areas designated as private storm easement, sanitary easement, or drainage easement on the Record Plat including all storm drains, inlets, pipes, headwalls, culverts, outlets and associated improvements and landscaping; and any other items ordinary constructed for the common use and enjoyment of the Owners, including, without limitation, those items as may be shown, designated or depicted on the Record Plat.

1.11. "**Common Expenses**" means those costs and expenses made by, or financial liabilities of, the Association, together with any allocations or reserves.

1.12. "**Common Improvements**" means the Common Roof, Party Walls, fences, and all other exterior improvements which are part of the original construction of the Units located on the Lots and are located and constructed on or adjacent to the common Lot boundary line which separates two adjoining Units, and which constitutes a common improvement between adjoining Units on each side. Examples of Common Improvements may include fences, roofing, bricks, siding, cladding, gutters, exterior trim, and other items making up the exterior façade of a Building.

1.13. "**Common Roof**" means the area constructed above each Dwelling Unit's exterior wall, to include any and all trusses and/or rafter tails or as applicable to interior Dwelling Unit's, where the shaft liner fire wall meets the roof sheathing or parapet, if existing, capping such fire wall which are part of the original construction of the Units located on the Lots and are located and constructed on or adjacent to the common Lot boundary line which separates two adjoining Lots, and which constitutes a common roof between adjoining Units, however the Common Roof may be repaired or reconstructed. A Common Roof is a structural part of and physically joins the adjoining Units on each side of the Common Roof. Without limiting the foregoing, the term "Common Roof," as used herein, shall also include any two (2) adjoining roofs that generally meet the foregoing definition, and that together constitute the roof between two adjoining Units, even if such roofs are separated by a de-minimus amount of air space and/or contiguous.

1.14. "**Declarant**" means Heritage Landing Development, LLC, an Ohio limited liability company, and its respective successors and assigns.

1.15. "**Declarant Control Period**" means the period that the Declarant may appoint members to the Board of Directors and the officers of the Association as set forth in Section 10.3.1.

1.16. "**Declaration**" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Heritage Landing, including any amendments or supplements hereto.

1.17. "**Default**" means any violation or breach of, or any failure to comply with, the Organizational Documents.

1.18. "**Development Period**" means the period commencing on the date this Declaration is recorded and ending on the date twenty (20) years thereafter, during such time the Declarant has the right to exercise the Development Rights set forth in this Declaration, provided, however, that the Declarant may extend or end the Development Period from the date specified above if a signed written instrument to that effect is filed on record prior to the end of the Development Period stating such to be the case.

1.19. **Development Rights.** "Development Rights" means those rights reserved by the Declarant in Article 2.

1.20. **Dwelling Unit or Unit**. "Dwelling Unit" or "Unit" means a single unit within a Building intended for use and occupancy as a single-family attached home. There shall be either 4 or 5 or 6 Dwelling Units per Building and only one Dwelling Unit per Lot.

1.21. "**Lot**" means any sub-divided parcel of the Property regardless of whether a Dwelling Unit has been, or may be, constructed thereon. A "Lot" also means any parcel of the Property designated as a Lot on any Record Plat of the Property.

1.22. "**Lot Owner**" or "**Owner**" means the named person(s), as titled owned of any Lot on which Dwelling Units have been or are to be constructed and shall include any Builder but will *not* include the Association.

1.23. "**Member**" means a member of the Association. All Lot Owners are Members.

1.24. "**Occupant**" means any Person in possession of a Lot or Dwelling Unit and shall include an Owner's family members, guests, invitees, tenants, and lessees.

1.25. "**Organizational Documents**" mean this Declaration, the Articles, the By-Laws, Rules and Regulations, and the Record Plat, including any amendments thereto.

1.26. "**Party Walls**" means, the foundation wall and the footing under such foundation wall which are part of the original construction of a Building and are located and constructed on, or adjacent to, a Lot boundary line which separates two adjoining Units, and which constitutes a common wall between the adjoining Dwelling Units, as such Party Wall may repaired and reconstructed. A Party Wall is a structural part of and physically joins the adjoining Units on each side of the Party Wall. Without limiting the foregoing, the term "Party Wall" shall also include any two (2) walls that generally meet the foregoing definition and together constitute the wall between adjoining Dwelling Units, even if such walls are separated by de-minimums amount of air space.

1.27. "**Person**" means a natural person, a corporation, a partnership, a limited liability company, a trustee, or any other legal entity.

1.28. "**Private Roadway**" means any street which has not been dedicated to a municipality, on the Property providing primary access to individual Lots, as shown on the Record Plat and intended to be owned and maintained by the Association as a Common Element.

1.29. "**Record Plat**" means the record plat recorded in Plat Book 109, Page 15 of the official records of the Warren County, Ohio Recorder on April 25, 2024, along with any other record plat recorded by Declarant or any of its Affiliates in the official records of the Warren County, Ohio Recorder with respect to the Property or any Additional Property.

1.30. "**Rules and Regulations**" means any rules and regulations enacted by the Association pursuant to this Declaration and under Ohio law.

1.31. "**Special Declarant Rights**" means those rights reserved by the Declarant in Article 10.

1.32. "**Storm Water Facilities**" means and refers to the detention, storm sewers, storm sewer swales, streams, ditches, catch basins, drainage lines, manholes and detention and retention basins situated on Common Elements, on storm sewer easements or drainage easements encumbering certain of the Lots or open spaces as designated on the Record Plat and maintained by the Association, the Owners, or the appropriate governmental authorities for the common use and enjoyment of the Owners.

1.33. "**Structure**" means any improvement on a Lot or on the Common Elements including, but not limited to, any building, porch, shed, greenhouse, bathhouse, coop, cage, covered or uncovered patio, swimming pool, fence, tennis court, wall, signboard, house trailer, play set or swing set, play structure, driveway, walkway, basketball pole, deck, or any other temporary or permanent improvement; and any excavation, fill, ditch, dam or other thing or device that changes the grade of any land by more than six inches (6") or alters the natural flow of waters from, upon or across any Lot or the Common Elements.

1.34. "**Subdivision**" means Heritage Landing as detailed and described on the initial Record Plat of the Property, along with any replats thereof.

ARTICLE 2
DEVELOPMENT RIGHTS

2.1. **Completion of Development.** The Declarant reserves the right to take any action reasonably necessary to complete the development without the consent of the Owners during the Development Period.

2.2. **Annexation of Additional Property.** Declarant reserves the right, without the consent of the Association or the Owners, to annex all or any portion of any Additional Property to the terms of this Declaration at any time during the Development Period. The annexation shall be accomplished by the filing of a Supplemental Declaration identifying the Additional Property, the Lot(s) or Open Space Lots and the Common Area, in accordance with, and subject to, the following provisions and upon such annexation such Additional Property shall be part of the "Property."

2.3. **Acquisition of Additional Common Elements.** Declarant may convey to the Association additional real estate (or rights in real estate), improved or unimproved, located within the Property or Additional Property which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all Members.

2.4. **Additional Covenants and Easements.** To accomplish the intent of the provisions of this Article 2, the Declarant may subject any portion of the Property submitted to this Declaration initially or by Supplemental Declaration to additional covenants and easements,

including covenants obligating the Association to maintain and insure such Property on behalf of the Owners thereof. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrent with or after the annexation of the subject property.

2.5. **Easements Reserved.** The Declarant reserves for itself, its successors and assigns, and any Builder, the following easements:

2.5.1. Easements for drainage and all utilities as shown on the Record Plat;

2.5.2. Easements for ingress, egress, construction, drainage, and all utilities over the Property, and the right to convey those easements to others; and

2.5.3. An easement over the Property, as may be reasonably necessary, for the purpose of discharging its obligations or exercising any rights under this Declaration.

2.6. **Assignment of Development Rights.** The Declarant reserves the right to assign any or all its Development Rights to any person or entity for the purpose of further development and improvement of the Property.

2.7. **Transfer of Development Rights by Foreclosure.** Unless otherwise provided in any mortgage securing the Property held by Declarant, in the case of foreclosure of such mortgage, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, of any portion of the Property held by the Declarant subject to the Development Rights herein reserved (including the Special Declarant Rights), a person acquiring title to such property, but only upon his request, succeeds to all such Development Rights. The judgment or instrument conveying title must provide for the transfer and acceptance of such rights. Upon foreclosure sale, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, the Declarant ceases to have any of the rights herein reserved. A successor to the Development Rights held by a transferee that acquired such rights pursuant to this Section, may declare by a recorded instrument, the intention to hold such rights solely for transfer to another person. Thereafter, until transferring such Development Rights to any person acquiring title to the Property subject to the Development Rights, or until recording an instrument permitting exercise of such rights, that successor may not exercise any of those rights, and any attempt to exercise the same shall be void. So long as a successor declarant may not exercise any Development Rights under this Section, such declarant is not subject to any liability as a declarant.

ARTICLE 3
ASSOCIATION

3.1. **Organization.** The Association was formed as an Ohio not for profit corporation pursuant to the provisions of Chapters 1702 and 5312 of the Ohio Revised Code, by the filing of its Articles with the Secretary of the State of Ohio. On the date of its incorporation, the Association duly adopted a set of administrative operating rules called By-Laws. The Articles and By-Laws are attached hereto as **Exhibit B** and **Exhibit C**.

3.2. **Membership.** Each Owner upon acquisition of title to a Lot shall automatically become a Member of the Association. Membership is appurtenant to and shall not be separated from any ownership interest of a Lot. Such membership shall terminate upon the sale or other disposition by such Member of his Lot ownership, at which time the new Owner automatically shall become a Member of the Association. When more than one Person is an Owner of a Lot, all such Persons shall be Members in proportionate share to their respective ownership interest. In no event shall a vendee, purchaser or tenant be deemed to have Membership to, or be deemed a Member of, the Association, until the Lot is titled in their name.

3.3. **Powers and Duties of the Association.** Subject to Special Declarant Rights, hereinafter set forth, and in addition to any other power/duties provided to the Association in the Organizational Documents or provided by applicable law, the Association may (as applicable and appropriate, and as determined by the Board):

3.3.1. adopt and amend Bylaws for the government of the Association, the conduct of its affairs and the management of the Property;

3.3.2. adopt Rules and Regulations for the use and occupation of the Property and Common Areas for the general health, welfare, comfort, and safety of the Members and to enforce violations of the rules and regulation and the provisions and restrictions of the Organizational Documents as against the Owners and Occupants;

3.3.3. adopt and amend budgets for revenues, expenditures and reserves and levy and collect Assessments from Owners;

3.3.4. hire and discharge managing agents and other employees, agents and independent contractors;

3.3.5. institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the community;

3.3.6. make contracts and incur liabilities;

3.3.7. regulate the use, maintenance, repair, replacement and modification of the Property for which the Association has maintenance responsibility and other rights as set forth herein;

3.3.8. cause additional improvements to be made as part of the Common Elements, as determined by the Association;

3.3.9. acquire, hold, encumber and convey in its own name any right, title or interest to real estate (including the Open Space Lots) or personal property;

3.3.10. grant easements, liens, licenses and concessions through or over the Common Elements;

3.3.11. impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements and for services provided to Owners;

3.3.12. impose charges for late payments of Assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Organizational Documents;

3.3.13. impose reasonable charges for the preparation and recordation of amendments to this Declaration or for statements of unpaid Assessments;

3.3.14. provide for utility services through the Association for the benefit of the Lots and Common Elements, with such services being separately metered or sub metered and charged to the Association; provided, however, the costs of all such utilities, to the extent paid by the Association, shall constitute part of the Common Expenses if for the benefit of Common Elements or constitute an Individual Assessment if for the benefit of a Dwelling Unit or Lot;

3.3.15. contract for trash pick-up services for the Property, with such services, to the extent for the benefit of a Lot, will be paid for directly by the Owner;

3.3.14. provide for indemnification of its officers and Board of Directors and maintain directors' and officers' liability insurance and such other insurance as the Board deems proper;

3.3.15. assign its right to future income, including the right to receive Assessments, except that this power shall be limited to the purposes of repair of existing structures or improvements;

3.3.15. enter into cost-sharing agreements with adjacent property owners and/or other homeowners' associations that may be granted rights through or over the Common Elements to share in the cost of maintaining, repairing, and replacing such Common Elements;

3.3.16. exercise any other powers conferred by the Organizational Documents; and

3.3.17. exercise any other powers necessary and proper for the governance and operation of the Association.

3.4. **Voting Rights.** Subject to Special Declarant Rights, Owners shall be entitled to vote on matters properly before them in accordance with this Organizational Documents. Notwithstanding the foregoing, any Owner who is delinquent on dues, fees, or Assessments payable by such Owner to the Association shall be deemed to not be in good standing with the Association and shall not have the right to cast any vote on matters so long as such Owner remains bad standing with the Association.

3.5. **Number of Votes.** The Declarant shall have ten (10) votes per Lot owned. All other Owners shall have one (1) vote per Lot. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority interest of the Owners of such Lot. There is majority agreement if any one of the Owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to any Lots owned by the Association may be cast.

3.6. **Proxies.** A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the Owners of a Lot through a duly executed proxy. An Owner may revoke a proxy given pursuant to this Section 3.6 only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Lot, the presentation to the Board of a copy of the mortgage shall be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot. Unless expressly reserved and the Association is notified of such reservation, a land contract vendee shall be deemed the proxy of a land contract vendor for purposes of this section.

3.7. **Annual Meeting.** A meeting of the Members of the Association must be held at least once each year.

3.8. **Personal Property and Real Property for Common Use.** The Association may acquire, hold, mortgage, and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Declarant.

3.9. **Rules and Regulations.** The Association may make and enforce reasonable rules and regulations governing the use of the Property, which such rules and regulations shall be consistent with the Organizational Documents and applicable laws, ordinances, and regulations. The Association shall have the power to impose sanctions on Owners for violation(s) of such rules and regulations, including, without limitation: (i) reasonable monetary fines (which shall be considered an individual Assessment under Section 5.4 hereof), (ii) suspension of the right to vote as a Member of the Association, and (iii) suspension of the right to use the Common Elements. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing the Organizational Documents against any Owner, Occupant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be considered an individual Assessment under Section 5.4 against such Owner's Lot.

3.10. **Implied Rights**. The Association may exercise any other right or privilege given to it expressly by the laws of the State of Ohio and the Organizational Documents, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, or reasonably necessary to effectuate any such right or privilege.

3.11. **Declarant's Rights.** During the Development Period, the powers, rights, duties, and functions of the Association shall be exercised by a Board of Directors, the members of which shall be appointed and removed by Declarant in its sole discretion. Declarant reserves the right to relinquish such right to control at any time.

3.12. **Delegation to Managing Agent.** The Association may delegate all or any portion of its authority to discharge its responsibility to a Person retained or employment by the Association to act as a managing agent; subject to the limitations that: (a) any such delegation shall be by a written contract with a term of no longer than two (2) years in duration; and (b) at any such contract shall be terminable by either party, without cause, upon sixty (60) days prior written notice without any termination charges or other penalties.

ARTICLE 4
COMMON ELEMENTS, EASEMENTS, AND RESERVATIONS

4.1. **Description**. The Common Elements are defined in Article 1 above and shall include, without limitation, any portion of, or rights to, the Property owned by the Association in fee, by easement, or leasehold and shall also include any such items shown on the Record Plat.

4.2. **Easements.** In addition to any matters that are of record, the Property shall be benefited by/subject to (as applicable and appropriate) certain easements (as shown on the Record Plat or otherwise), including, without limitation, "Access, Maintenance, Drainage & Fence Easement(s)," "Private Storm Easement(s)," "Sanitary Sewer Easement(s)," and easements for storm/surface water detention, retention and drainage, utilities, and sanitary as shown, described, and/or depicted on the Record Plat and/or this Declaration. In addition, the Property shall be benefited by/subject to easements for construction, replacement, maintenance, and repair of items, including, without limitation, Common Improvements, described in this Declaration. These easements shall be appurtenant to/binding on (as applicable and appropriate) and pass with the title to the Lots, as applicable.

4.3. **Enjoyment; Release.** The Common Elements and Property shall be subject to an easement of enjoyment in favor Declarant, Builder, the Lots, and Occupants. Such easements shall be limited to the purposes for which the easement is created. To the extent the Common Elements include amenities for the use and/or enjoyment of Owners and Occupants, like walking/hiking trails, dog parks, detention/retention basins, ponds, waterways, green space, gazebos, and shelters, each hereby acknowledges certain dangers associated with their use and fully assumes all risks, including the possibility of serious physical harm or death, and waives, releases, and discharges the Association and Board from any against all rights and claims arising from their use to the maximum extent permitted by law.

4.4. **Access**. The Property shall be subject to a permanent nonexclusive easement for ingress and egress in favor of Declarant, Builder, an Affiliate of either, Owners, and/or the Association (as applicable and appropriate). Such easements shall be limited to the purposes for which the easements were created.

4.5. **Drainage**. The Lots shall be subject to easements in favor of the Owners of adjacent Lots, the Declarant and/or the Association (as applicable and appropriate) for the Storm Water Facilities. No Owner shall do anything on or within a Lot or Dwelling Unit that shall unreasonably increase the flow of surface water onto an adjoining Lot or which would impede or dam the flow of water from an adjoining Lot. Further, the Property is subject to such storm water and drainage easements as shown or designated or described on the Record Plat.

4.6. **Utilities**. The Property shall be, and hereby is, made subject to easements in favor of the Association, Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment, including, without limitation, private utility meters, as may be necessary or desirable to benefit and serve any portion of the Property. In addition, each Owner grants to the Association and other Owners whose Dwelling Unit is located within the same Building, a temporary easement for the installation, repair, and replacement of any utility and service lines and equipment, including, without limitation, private utility meters, where all or part of said utility or service lines or equipment may be located within another Owner's Dwelling Unit. The easements created in this Section 4.6 shall include, without limitation, rights of the Association, the Owners (consistent with the temporary easement granted above), and Declarant, or the providing utility or service company, or governmental agency or authority, to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, private utility meters, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, meter banks, conduits and equipment, and ducts and vents on, over, under, through, along and on the Common Elements, Lots, each Building, each Dwelling Unit, the street rights of way and common spaces. Each Building, Dwelling Unit, and Lot shall be subject to a blanket easement on, over, across such applicable portions of the Building, Dwelling Unit or Lot to install, repair, replace, and maintain all utilities and equipment, including, without limitation, water, sewer, gas, telephone, electricity, telecommunications, internet services and cable TV. The Dwelling Units themselves shall be subject to easements in favor of the Declarant and Association, as applicable, to maintain, repair, replace or reconstitute common utility service lines, fixtures, equipment, including, without limitation private utility meters, and other facilities serving any applicable Dwelling Unit. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with installation or maintenance of utilities, or which may change the directions or flow of drainage channels in easements.

4.6.1. The Association may retain a third party to install, monitor, and provide billing services with respect to water usage for each Lot and Dwelling Unit. Each Lot may have a sub meter to measure water usage. The Association has an easement on each Lot and in each Dwelling Unit as reasonably necessary to install, maintain, repair, and replace any submeter measuring water or other services provided by the Association. All charges for water and any other utilities separately metered or sub metered to a Lot or Dwelling Unit that are provided through the

Association and paid by the Association, including any third-party fees and charges, shall constitute an Individual Assessment under Section 5.4.

4.7. **Easement for Construction.** The Property (including each Building) shall be, and hereby is, made subject to easements in favor of Declarant any Builder to construct, install, repair, replace, and maintain any improvements which are or were part of the original construction at the Property. Declarant and any Builder may enter upon any Lot for such purposes and will be responsible for restoring any portion of the Lot disturbed to its former condition as nearly as reasonably possible.

4.8. **Easement for Party Walls and Common Improvements.** The Owners of the Dwelling Unit on each side of a Party Wall own an undivided one-half interest in their respective Party Wall. The Owners of adjoining Lots shall have a perpetual and reciprocal easement in and to the Party Wall shared with the adjoining Dwelling Unit for mutual support, maintenance, repair, and inspection, and for the installation, repair and maintenance of utility lines and other facilities. Furthermore, the Owners of adjoining Lots on each side of the Party Wall shall have the full right to use the Party Wall for structural support of a Dwelling Unit and to support any Building and/or Dwelling Unit now or subsequently constructed, provided however, that such use shall not injure any adjoining Dwelling Unit or the premises of the other Owner(s), and shall not impair the Party Wall benefits and support to which such adjoining Dwelling Unit(s) is/are entitled. In addition, the Owners of adjoining Lots on each side of a Party Wall shall have the full right to use the Party Wall and Common Improvements in aid of the support of water, sewer, electric and other utility lines, and in support of joists, crossbeams, studs and other structural members as may be required for support of the Unit located upon such Lot. The Owners of adjoining Lots shall have a perpetual and reciprocal easement in and to all Common Improvements for the repair, maintenance, reconstruction or remodeling of such improvements as set forth in this Declaration.

4.9. **Easement for Yard Access.** Lots which are adjoined on both sides by other Dwelling Units within a single Building ("Interior Units") shall be granted a perpetual and non-exclusive cross-easements to the adjoining Lots' yards and exterior portions of the Dwelling Units for the purposes of accessing the yard of the Lot of an Interior Unit, as reasonably necessary to enable the Interior Unit Owner, along with its agents and contractors to access their Dwelling Unit and the yard of said Lot including any Common Improvements, rear deck, fence, balcony and/or patio for purposes of maintenance, repair or replacement and to access utility and service lines and equipment as may be necessary or desirable to serve any portion of the Interior Unit. In addition, each Owner of a Unit in a Building shall be granted a perpetual and non-exclusive cross-easements over and through the other adjoining Lots' yards for the purposes of access to Common Elements and as reasonably necessary to enable such Owner to access their Dwelling Unit.

4.10. **Sidewalk/Walkway Easement; Hiking Trails**. The Property shall be, and hereby is, made subject to easements in favor of Declarant and the Association to install, repair, replace, and maintain sidewalk/walkway and hiking trails at the Property. Owners and Occupants shall have a permanent, non-exclusive easement to use such sidewalk/walkway and hiking trails for their intended purpose, subject to rules and restrictions adopted by the Board; provided, however, no such easement exists for a walkway that leads exclusively to a Dwelling Unit.

4.11. **Exterior Lighting.** The Property shall be, and hereby is made subject to easements in favor of the Declarant, the Association, and appropriate utility and service companies and governmental agencies or authorities to install, repair, replace, and maintain any exterior lighting fixtures and related wiring, facilities and equipment as may be necessary or desirable to serve any portion of the Property, including a Dwelling Unit. The easements created by Section 4.11. shall include, without limitation, rights of the Declarant and Association to install, lay, maintain, repair, relocate and replace fixtures, equipment, and facilities on, over, under, though, and along each Lot and Dwelling Unit. All Owners shall pay Assessments pursuant to this Declaration and thereby will share proportionately in the cost of all exterior lighting and associated utility charges. Nothing in this Section 4.11. limits or modifies each Owner's obligation to maintain in good order and repair (including replacing light bulbs) the exterior lighting fixtures on the Owner's Dwelling Unit.

4.12. **Owner's Delegation Rights.** Any Owner may delegate his or her easement rights and rights of enjoyment to the Common Elements to any Occupants. Any Owner who has leased his or her Dwelling Unit shall be deemed to have delegated such rights to the Occupant. Any such delegation, however, shall be in accordance with, and subject to, reasonable rules, regulations and limitations as may be adopted by the Association in accordance with the Organizational Documents.

4.13. **Limitation on Common Elements and Easements.** All Common Elements, easements and rights granted herein are subject to:

4.13.1. The restrictions set forth in this Declaration and any Supplemental Declaration.

4.13.2. The Organizational Documents and the right of the Association to enforce the Organizational Documents.

4.13.3. The right of the Association to levy Assessments as set forth herein.

4.13.4. The right of the Declarant and the Association to amend the Record Plat and to grant further rights and easements within, upon, over, under, and across the Common Elements for the benefit of the Owners, the Association and/or Declarant.

4.13.5. All rights granted to the Association in this Declaration.

4.13.6. Development Rights and Special Declarant Rights as set forth herein.

4.14. **Restrictions on Alterations.** No Party Walls or Common Improvements shall be altered or changed except by mutual-written agreement of the Owners of the adjoining Lots and the Association and only then in accordance with plans prepared by a licensed engineer or architect, the cost of which shall be borne by the Owner(s) requesting the alteration or change. No Owner of a Lot shall have the right to destroy, remove, or make any changes, extensions, or modifications (structural or otherwise) to a Common Improvement, yard, flatwork, or landscaping without the written agreement of the Association.

4.15. **Yard Maintenance and Landscaping.** The Association shall be entitled to maintain, as the Association deems reasonable in its discretion, the grounds and landscaping of the Property, which maintenance may include, without limitation, cutting of all grass located on the Lots, weeding, mulching of all planting beds located on the Lots, watering, and maintaining, repairing, removing, and replacing of any fence installed by Declarant on the Lots; provided, however, the Owners shall be responsible for watering and keeping in good order and in a sightly condition the lawns and landscaping on the Owners' Lot and any seasonal flowers planted by an Owner on a Lot as permitted under this Declaration. Further, the Association will cut grass and install, maintain, and replace all landscaping within the Common Elements. All Owners shall pay Assessments pursuant to this Declaration and thereby will share proportionately in the cost of all such grass cutting, landscaping, and common maintenance activities undertaken by the Association. The Association, Declarant, and Builder may access the Lots and utilize hose bibs installed on Dwelling Units and place hoses and sprinklers on a Lot to water and maintain all or any part of the Property. If an Owner's water charges materially increase because of the Association's, Declarant's or Builder's use of a hose bib as described herein, the Association, Declarant, or Builder will reimburse such Owner its pro-rata share of such charges, as reasonably determined by the Association, Declarant, or Builder; provided, however, there shall be no reimbursement if the watering is due to the Owner's failure to water and keep in good order and in a sightly condition the lawn and landscaping on the Owner's Lot.

4.16. **Reservation of Easements**. Declarant and Association hereby have reserved easements for, and the right to grant easements on, over and across certain Lots for open space, cluster mailbox units, landscaping mounting and monument areas, and for the installation, maintenance, use, repair and replacement of fencing, lighting fixtures, underground utilities, irrigation systems, public utilities, sidewalk/walk ways, hiking trails, water detention basins, irrigation lines, storm sewer, sanitary sewer and surface water drainage easements, water mains, preservation areas and private drainage easements, and building setbacks, specifically as shown on the Record Plat now or hereinafter recorded, and to cut and grade slopes in and along Lot boundaries at streets and drives built within the Property.

4.17. **Run With the Land**. All easements and rights described in the Declaration are easements appurtenant, running with the land, perpetually in full force and effect, and always will inure to the benefit of and be binding upon the Declarant, its successors and assigns, and any Owner, purchaser, mortgagee, and other party now or hereafter having an interest in the Property, or any part or portion thereof. After the Development Period, the Association will be deemed to be the successor of Declarant and as such will be deemed to be the grantee of said easements as provided in this Article, and will hold such easements for the use, benefit, and enjoyment of all Owners in the subdivision. All notes on the Record Plat that are pertinent to the specific easements set forth herein are incorporated herein by reference.

4.18. **Easement for Services**. A non-exclusive easement is granted to all police, fire fighters, ambulance operators, mail carriers, delivery persons, garbage and trash removal personnel and all persons performing similar functions, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Property in the performance of their duties.

4.19. **Encroachments.** If, by reason of the construction, reconstruction, repair, settlement, shifting, or other movement of any of the Dwelling Units, or by reason of the partial or total destruction and rebuilding of the Dwelling Units, Common Improvements or any part of the Common Improvements, or any part of the Common Elements, encroaches upon any part of a Lot or any part of a Dwelling Unit on a Lot encroaches upon any part of the Common Elements or on another Lot; or, if by reason of the design or construction of any Common Improvements, utility systems, any main pipes, ducts or conduits serving one Lot encroach upon any part of any other Lot, then valid easements for the maintenance of such encroachments are established. These easements shall exist for the benefit of the affected Lot(s) and the Common Elements, as the case may be, so long as the encroachments exist. However, in no event shall a valid easement for any encroachment be created in favor of any Owner if the encroachment occurred due to the willful conduct of that Owner.

4.20 **Repairs for Damage.** Any damage to the Common Elements, Common Improvements, Lot, or Dwelling Unit due to the access granted to the Declarant, the Association, or an Owner under this Declaration is the responsibility of the Declarant, Owner or the Association that caused the damage. The party responsible for the damage shall promptly repair the same in a good and workmanlike manner, and if not reparable, such party shall be liable for the value of the damaged property as it existed immediately prior to that damage.

ARTICLE 5
ASSESSMENTS

5.1. **Establishment of Assessments.** There are hereby established for the benefit of the Association, its successors, and assigns, as a charge on each Lot, certain Assessments for Common Expenses and other expenses as provided herein. Each Owner, by acceptance of a deed, covenants and agrees to pay such Assessments.

5.2. **Purpose of the Assessments.** The Assessments are established for the benefit and use of the Association and shall be used in covering the costs of its Common Expenses and for other such purposes as hereinafter set forth.

5.3. **Annual General Assessment.** There is hereby established an Annual General Assessment (the "Annual General Assessment" or "General Assessment") levied against all Lots for the purpose of covering the Common Expenses of the Association. The Common Expenses shall be for the purpose of, but not limited to: (1) operation, maintenance, repair and replacement as required by this Declaration; (2) the cost of all insurance coverages for the Association as required by this Declaration; (3) reasonable reserves for contingencies and replacement; (4) administrative, accounting, legal and management fees; and (5) all other costs and liabilities incurred by the Association in the exercise of its powers and duties pursuant to the Organizational Documents.

5.4. **Individual Assessment.** The Association shall have the right to assess an individual Lot, for any of the following:

5.4.1. any costs incurred by the Association in the performance of any maintenance that is the responsibility of the Owner;

5.4.2. any charges or fines imposed or levied in accordance with the Organizational Documents;

5.4.3. any costs incurred for maintenance or repairs, caused through the willful or negligent act of an Owner, Occupant or their family, guests, or invitees, including attorney fees, court costs and other expenses incurred;

5.4.4. any fines, penalties, and costs associated with the enforcement of the Organizational Documents, including, but not limited to attorney's fees, witness fees and costs, and court costs; and

5.4.5. any other costs, fees, or charges permitted by the Organizational Documents to be charged or assessed as an individual Assessment, including, without limitation, any utility services paid by the Association for the benefit of any Dwelling Unit which is separately metered or sub metered to such Unit, plus all third party charges and fees in connection therewith as described in Section 4.6.1, failing to pay for Common Improvements as described in Section 7.3.1, and owner's insurance as described in Section 8.4.

5.5. **Procedures for Imposing an Individual Assessment for Damages or Enforcement**.

5.5.1. **Notice.** Prior to imposing an Individual Assessment related to damages or the enforcement of the Organizational Documents, the Board shall give the Owner written notice containing: (a) A description of the property damaged, the required maintenance or the violation; (b) The amount of the proposed charge or individual Assessment;(c) A statement that the Owner has a right to a hearing before the Board to contest the individual Assessment; (d) A statement setting forth the procedures to request a hearing pursuant to this Declaration; and I A reasonable date by which the Owner must cure the violation to avoid the individual Assessment, if such opportunity to cure is applicable. No notice is required for any Individual Assessment under Sections 4.6.1., 6.1.22, 7.3.1, or 8.4.

5.5.2. **Hearing.** An Owner may request a hearing by delivering written notice of such request no later than the tenth (10th) day after receiving the notice provided in Section 5.5.1 above. If the Owner fails to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the individual Assessment referenced in the notice provided or may allow a reasonable time to cure the violation before imposing an individual Assessment. If an Owner requests a hearing, the Board shall not levy the individual Assessment before holding a hearing and will, at least seven (7) days prior to the hearing, provide the Owner with a written notice of the date, time, and location of the hearing. Within thirty (30) days following a hearing at which the Board imposes an individual Assessment, the Board shall deliver a written notice of the individual Assessment to the Owner.

5.5.3. **Manner of Notice.** Any notice required under this Section 5.5 to be served:

5.5.3.1. Upon the Owner shall be delivered: (a) personally to the Owner or Occupants at the Dwelling Unit, or (b) by electronic mail to an email address provided by an Owner to the Association or (c) to the Owner via the Association's online portal, if any , or (d) mailed (by certified mail, return receipt requested is through the U.S. postal service or by a commercially recognized overnight delivery service without the need for signature) to the Owner at the address of the Dwelling Unit, provided that if the Owner has provided the Association with an alternative address, any such notice shall be served mailed to the Owner at such alternative address.

5.5.3.2. Upon the Association shall be delivered personally to any officer of the Association or to any on-site representative of any professional management company hired by the Association; or mailed (by certified mail, return receipt requested if through the U.S. postal service or by a commercially recognized overnight delivery service without the need for signature) to any officer of the Association or to the management company hired by the Association.

5.6. **Working Capital Fund; Initial Assessment.** At the time of closing of a Lot from the Declarant or a Builder to the first new Owner, and upon each subsequent closing of a Lot from an Owner to a new Owner, the new Owner of said Lot shall be assessed an "Initial Assessment" as an initial capital contribution to the working capital fund of the Association; provided, however, a transfer of a Lot by an Owner to a spouse, trust, an entity controlled by the Owner, or in the event of death to a beneficiary shall not be required to pay the Initial Assessment. The beginning Initial Assessment shall equal $600.00. Beginning in January 2026, and continuing each calendar year thereafter, the Board may increase the Initial Assessment by no more than ten percent (10%) per year on a cumulative basis, over the prior calendar year. The Initial Assessments shall be used by the Association for its operating expenses. The Initial Assessment is not an advance payment of the Annual General Assessment, and it will not be held in any sort of trust or reserve account. Neither the Declarant nor any Builder, nor any Affiliate (as defined herein) of Declarant or Builder shall be required to pay an Initial Assessment. For purposes of the Organizational Documents, an "Affiliate" means with respect to the Declarant or Builder, a Person that directly or indirectly controls, is controlled by, or is under common control with the Declarant or Builder.

5.7. **Special Assessment.** There may be established a special assessment for the purpose of repairing or restoring damage or destruction to the Common Elements or other capital improvements for any lawful purpose as determined by the Association.

5.8. **Computation and Payment of Annual General Assessment.** The Annual General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Bylaws. Except as provided below, the General Assessment shall be effective as to each Lot on the first (1st) day of the Association's fiscal year. Notwithstanding anything to the contrary contained herein, the Annual General Assessment as to each Lot shall commence on the first (1st) day of the month following the date a Lot is conveyed to an Owner other than a Builder or the Declarant. The initial Annual General Assessment shall be prorated monthly to the end of the Association's fiscal year and shall be collected at the closing of a sale of a Lot from the Builder to a third party. So long as there has been no default in payment of the

Assessment, it shall be payable in monthly installments due on the first (1st) day of each fiscal year. The Board shall have the power from time to time to adopt such billing, collection, charges and payment procedures and other payment time schedules, as it deems appropriate. Notwithstanding anything to the contrary contained herein, no Builder shall be responsible for any application fees and costs, review fees or any other fees, costs, assessments or capital contributions to the Declarant or the Association and neither the Declarant nor a Builder, nor any Affiliate of Declarant or Builder shall be required to pay the Annual General Assessment.

5.9. **Allocation of Assessments.** All Common Expenses L and the Annual General Assessment shall be allocated equally to each Lot. The other Assessments shall be allocated as applicable to the respective Lots and as determined by the Organizational Documents and the Board.

5.10. **Lien for Assessments.** The Association shall have a lien for any Assessment levied against a Lot for fines imposed against an Owner or Occupant, and for interest, costs and reasonable attorney fees.

5.10.1. **Creation.** The lien for Assessments is created by this Declaration and shall be a charge and a continuing lien on each Lot which shall run with the land. All persons or entities acquiring an interest in a Lot after the filing of this Declaration take such interest subject to the lien.

5.10.2. **Effective Dates.** The lien for the liability for Common Expenses for each Lot, as set forth in the Annual General Assessment, shall be effective on the first (1st) day of the fiscal year of the Association. The lien for other Assessments shall be effective, as to the applicable Owner, on the first (1st) day of the month following the notice of its levy on the Owners affected.

5.10.3. **Perfection.** Recording of this Declaration constitutes notice and perfection of the lien.

5.10.4. **Notice of Lien.** The Association shall file a notice of lien with the land records of the County and in accordance with the requirement of the Act, if any.

5.10.5. **Priority of the Lien.** The lien created by Section 5.10 shall have priority over to all liens and encumbrances recorded subsequent to this Declaration, except the lien for real estate taxes and assessments and the lien of any bona fide first mortgage filed of record.

5.10.6. **Subordination and Mortgagee Protection.** Notwithstanding any of the provisions hereof to the contrary, the lien of any Assessment levied pursuant to this Declaration (and any late charges, interest, costs and attorney fees) shall be subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Assessments, or installments thereof, which have become due and payable prior to the date of sale of such Lot pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall not relieve the

mortgagee or the purchaser of a Lot at such sale from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment. Mortgagees are not required to collect Assessments on behalf of the Association. Failure to pay Assessments shall not constitute a default under any mortgage insured by FHA/VA.

5.10.7. **Extinguishment of the Lien.** A lien for unpaid Assessments is extinguished unless proceedings to enforce the same is instituted within five (5) years after the full amount of the Assessment becomes due. If an Owner of a Lot subject to a lien files a petition for relief under the United States Bankruptcy Code, then the period of time to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay under Section 362 of the Bankruptcy Code is lifted.

5.10.8. **Estoppel Certificate.** Upon request of any mortgagee or Owner and upon payment in full of all Assessments and other charges permitted by this Declaration that are due to the Association, the Association shall execute and deliver to such mortgagee or Owner an Estoppel Certificate. Such certificate shall be in recordable form and shall note the payment of the outstanding Assessments and charges and that the Association is estopped from the enforcement of its lien with respect to Assessments and charges becoming due and payable prior to the date of the Estoppel Certificate. The Association may charge a reasonable fee for the preparation of such certificate.

5.11. **Delinquency and Acceleration.** Any installment of an Assessment provided for by this Declaration shall become delinquent if not paid on the due date as established by this Declaration or by the Board. With respect to each installment of an Assessment not paid within five (5) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees and interest as reasonably determined by the Association, but not to exceed the interest rate permitted by applicable law. Interest shall be calculated from the date of delinquency to the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days of its due date, the Board may, at its election, declare all the unpaid balance of the Assessment immediately due and payable without further notice or demand to the Owner. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law or this Declaration. The filing of any petition for relief pursuant to the United States Bankruptcy Code by an Owner whose Assessment has been accelerated shall operate as a restoration of the Assessment to its prior status as if it has not been accelerated.

5.12. **Remedies Cumulative.** A suit to recover money judgment for unpaid Assessments and charges may be maintained without foreclosing or waiving the right to enforce the lien. A foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

5.13. **Personal Obligation.** The Assessments, including fines, if any, payable by each Owner, together with any penalty, interest, costs, and reasonable attorney fees shall be the personal

obligation of the Owner of the Lot at the time incurred. The personal obligation shall not pass to any successors in title unless expressly assumed by them.

5.14. **Statement of Unpaid Assessments.** The Association shall upon written request of the Owner, contract purchaser or first mortgagee, furnish a statement setting forth the amount of unpaid Assessments against the applicable Lot. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board, and every Owner. The Association may charge a reasonable amount for the preparation of this statement.

5.15. **No Waiver of Liability for Common Expenses.** No Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the Assessments are made.

5.16. **Declarant Subsidies.** It is the intent of the Declarant that the Assessments collected pursuant to this Article be sufficient to pay the cost to maintain, repair and replace the Common Areas of the Association. In the event that the capital of the Association is insufficient to cover the cost as set forth in its yearly budget and the Declarant determines in its sole and absolute discretion that it is in the best interest of the Association to subsidize said budget, then any subsidy paid by the Declarant shall be considered a loan to the Association and repaid to the Declarant at such time as the Association has sufficient funds or is turned over to the Owners of the Lots.

ARTICLE 6
COVENANTS AND RESTRICTIONS OF USE AND OCCUPANCY

6.1. **Use and Occupancy.** The following restrictions are applicable to all Lots with respect to the use and occupancy thereof and of the Property (as applicable and appropriate). Other restrictions may be set forth in any Supplemental Declaration. No structure shall be erected, altered, placed, or be permitted to remain on any Lot other than a Building and no part of the Property (other than Common Elements) shall be used for other than a Dwelling Unit.

6.1.1. **Compliance with Laws.** No improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner.

6.1.2. **Harmful Discharges.** There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal residential chimney emissions), nor production, storage or discharge of hazardous waste on the Property or discharges of liquid, solid waste or other harmful matter into the ground or any body of water, if such emission, production, storage or discharge may adversely affect the use or intended use of any portion of the Property or may adversely affect the health, safety or comfort of any person. No waste nor any substance or materials of any kind shall be discharged into any public sewer or the

Storm Water Facilities serving the Property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer, or Storm Water Facilities.

6.1.3. **Noise.** No Person shall cause any unreasonably loud noise anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

6.1.4. **Signs.** No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Declarant or any Builder while actively marketing the Lots or Dwelling Units for sale; (ii) street and identification signs installed by the Association or the Declarant; and (iii) one temporary real estate sign not to exceed six (6) square feet in area advertising that such Lot is on the market. Further, all signs must comply with all applicable laws, ordinances, and regulations.

6.1.5. **Trade or Business.** No trade or business of any kind may be conducted in or from any Lot or Dwelling Unit, except that an Owner or Occupant of a Dwelling Unit may conduct such business activity within the Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Lot or Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; and (c) the business activity is consistent with the residential character of the Property. The terms "business" and "trade" as used in this Section 6.1.5 shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required thereof. The term "trade" or "business" for purposes of this restriction shall not: (i) include the construction, operation, marketing, promotion, and/or maintenance of any model Dwelling Unit or Dwelling Unit for sale or sales offices by any Builder.

6.1.6. **Trash.** Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. No incinerator shall be kept or maintained upon any Lot. All Owners will comply with the trash service requirements set forth under all applicable laws, ordinances, and regulations. No Lot will have more than two (2) standard residential size garbage containers. Garbage containers must always be stored in the garage of a Dwelling Unit, except during garbage collection hours. No containers are permitted on the exterior side of a Unit that faces a street or the Private Roadway. The Association may contract trash pick-up services for all Lots and the Owners shall pay such service provider directly. If the Association contracts with a trash service provider all Owners shall use such provider. If the Association does not contract with a trash service provider for services at the Property, Owners shall only contract with a trash service providers that is approved by the Association.

6.1.7. **Parking; Vehicle Repairs.** Except in connection with construction activities of any Builder, no trucks, trailers, mobile homes, trailers, campers, recreational vehicles, boats,

commercial vehicles, and other large vehicles may be parked on the Property unless parked within a garage. No junk or derelict or inoperable vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles are permitted on the Property only if in garages. All Occupants shall park in the driveway or within the garage serving the Dwelling Unit and not in the designated parking areas of the Private Roadway. Occupants shall not be permitted to park on the Private Roadways. The designated parking spaces on the Private Roadways are reserved for temporary vehicle parking (less than 24 hours) for guests of Occupants and third-party service vehicles. It is the intent of this restriction to limit parking in the driveways and designated parking areas of the Private Roadway to personal non-commercial vehicles (except for temporary service vehicles). Parking shall not be permitted on the Private Roadways, except in those areas designated for parking and only in accordance with this Section 6.1.7. Parking on non-paved surfaces shall not be permitted. For purposes of this Section 6.1.7, the word "truck" shall include and mean every type of motor vehicle other than passenger cars, pick-up trucks which do not exceed 3/4 tons and mini vans which are used as a principal vehicle by an Owner of a Dwelling Unit or his/her family. The Declarant and/or the Board may adopt further rules and regulations regarding parking on and at the Property and may enforce such rules and regulations or restrictions by levying fines or enforcement charges, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

6.1.8. **Animals.** Subject to rules and regulations that may later be promulgated or adopted by Declarant or the Board, and as the same may be amended from time to time, the maintenance, keeping, boarding, or raising of animals, livestock, poultry, or reptiles of any kind, regardless of number, is prohibited on any Lot. The keeping of guide animals and up to three (3) orderly domestic pets (e.g., dogs, cats, or caged birds, but specifically excluding pot belly pigs) is permitted. No pets shall be kept or maintained for commercial purposes or for breeding. No external compound cages, kennels, dog runners, or hutches shall be permitted. All pets must be carried or leashed when outside a Dwelling Unit and no pets may be left unattended outside a Dwelling Unit. Any pet causing or creating a serious nuisance and unreasonable disturbance (as defined below) or noise may be permanently removed from the Property upon ten (10) days written notice from the Board. Pets shall not be permitted in the Common Elements unless accompanied by someone who can control the pet and the pet is carried or leashed. Any Owner or Occupant who keeps or maintains a pet on any portion of the Property shall be deemed to have indemnified and agreed to hold the Association harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets which may leave the Dwelling Unit or Lot must be inoculated as required by law. For the purposes of this section, the term "serious nuisance and unreasonable disturbance" shall mean any animal that: (a) damages the property of anyone other than its owner, including the Common Elements; (b) repeatedly intimidates neighbors, pedestrians or passersby by lunging at fences, chasing, or acting aggressively towards such person, unless provoked by such person; (c) makes disturbing noises, including, but not limited to, continued and repeated howling, barking, whining, or other noise which causes unreasonable annoyance, disturbance, or discomfort to neighbors or others; (d) defecates on any public or private property without the consent of the owner of such property, unless the handler of such animal shall have in his or her possession the instruments to clean up after his or her animal and shall remove the animal's feces to a proper trash receptacle; (e) attacks people or other animals, whether such attack results in actual physical harm to the person or animal

to whom or at which the attack is directed; (f) cannot be restrained by normal restraints, such as standard leashes, standard chains, or muzzles; or (g) cannot be effectively controlled by its owner or handler.

6.1.9. **Outdoor Fires.** No outside burning of wood, leaves, trash, garbage, or other refuse shall be permitted on any Lot.

6.1.10. **Clothes Drying.** No outdoor clothes drying apparatus may be placed on any Lot nor shall any clothing or linens be hung outside of the Dwelling Unit.

6.1.11. **Solar; Radio and Television Antennas.** No solar collection devices shall be permitted on the Property, including any Dwelling Unit, without the prior written approval of and in accordance with any guidelines established by the Declarant or the Board and all applicable ordinances, regulations, and codes. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite, or other signals of any kind shall be placed, allowed or maintained upon any portion of the Property, including any Dwelling Unit, without the prior written approval of and in accordance with any guidelines established by the Declarant or the Board and all applicable ordinances, regulations and codes. Nothing herein shall be construed to be in conflict with current Federal Communications Commission's rules and regulations for antennas. Notwithstanding the foregoing, only one satellite or microwave dish may be installed. The location and screening of any solar or satellite or microwave dish must be approved in writing by the Declarant or the Board, as applicable, prior to installation.

6.1.12. **Air Conditioning and Heat Equipment.** No through the wall or in window air conditioning or heating units of any kind shall be permitted on the Property.

6.1.13. **Awnings.** No metal or plastic awnings for windows, doors or patios may be erected or used.

6.1.14. **Mailboxes.** Individual or cluster mailboxes will be located within the community as approved by, and at the sole discretion of the Declarant until the Declarant Control Period expires and then at the discretion of the Association. No other mailboxes are permitted at the Property.

6.1.15. **Fences.** Except for the existing fence installed along the perimeter of the Property, and fences on Lots installed during the original construction, no fences shall be permitted on a Lot without prior written approval of the Declarant or the Board.

6.1.16. **Pools and Spas.** No swimming pools or spas, including, without limitation, moveable or inflatable pools, shall be constructed, erected, placed, or permitted on any Lot.

6.1.17. **Play Apparatus.** No swing sets, basketball hoops, trampolines, skateboard ramps, or other stationary or installed play equipment shall be constructed, erected, placed or permitted on any Lot.

6.1.18. **Exterior Appearance.** Except in connection with construction, promotion, and/or marketing activities of any Builder, storage of any kind is prohibited outside a Dwelling Unit. Except as otherwise permitted in the Organizational Documents or as is reasonably necessary to comply with the provisions of the Organizational Documents, or is permitted by rules and regulations adopted by the Association, no property of any kind is allowed on a Lot . One outdoor propane or natural gas grill, no greater than four feet in length, may be placed on a rear patio. Any furniture placed outdoors must be placed on the front porch, if any, or the rear patio or deck of a Dwelling Unit. Any outdoor furniture must be designed for outdoor use and be in good condition, arranged in an appropriate and usable manner, and not in disrepair. No outdoor furniture may be stacked outside a Dwelling Unit. There shall be no clothing, towels, linens, or other items left in the yard. Except as provided in Section 6.1.4. above and this Section 6.1.18., nothing may be hung or displayed on the interior or exterior of any Lot or Dwelling Unit, including the windows or walls or the roof of a Dwelling Unit visible from the from the outside of a Dwelling Unit, including without limitation signs or flags. Nothing may be affixed to the exterior of a Dwelling Unit except improvements installed during the initial construction of the Building and one smart doorbell adjacent to the front door and one rear security camera adjacent to rear door, without the prior written approval of the Association. Each Owner shall install and maintain professionally manufactured blinds or curtains which shall be white or light tan in color and placed in the front windows of a Dwelling Unit. Notwithstanding the foregoing, the Declarant during the Declarant Control Period and then the Association after expiration of the Declarant Control Period may establish rules and regulations concerning: (a) the color, style, size, materials, and location of window coverings inside a Dwelling Unit to establish a uniform exterior appearance that is architecturally appropriate to the design and purpose of the Property; (b) uniform maintenance and painting of patio and/or porch areas, the specifications applicable for the replacement of doors (including hallway entry doors) or windows that are broken or otherwise need to be replaced, the size; (c) the type and condition of furniture or other items placed on patios, porches, or decks or exterior portions of Lots, including flowers and plants in pots and planters, gardens, bird baths, bird houses, frog ponds, lawn sculptures or similar types of accessories and lawn furnishings, or other miscellaneous gardening or lawn structures; and (d) other matters relating to the exterior appearance of Lots in order to maintain a uniform exterior appearance and uniform standards. Neither the Declarant nor any Builder, nor any Affiliate (as defined herein) of Declarant or Builder shall be subject to the restrictions contained in this Section 6.1.18.

6.1.19. **Structures, Alterations, or Improvements.** No Structures or any type of improvements shall be placed, erected, or installed upon any Lot, no construction (which term includes staking, clearing, excavation, grading, and other site work), no exterior alteration or modification of existing improvements, including exterior flatwork and yard areas, and no plantings or removal of plants, trees, shrubs or other landscaping shall take place until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Declarant during the Declarant Control Period and after expiration of the Declarant Control Period to the Association, as to the appropriateness and as to harmony of external design with existing Structures, color, materials, the quality of workmanship and as to location in relation to surrounding Structures, topography, and finish grade elevation and location in relation to surrounding Structures and topography; provided, however, an Owner may plant seasonal flowers in the front planting bed on an Owner's Lot; and provided, further, the Owner maintains such flowers in a good and sightly condition. Additional

restrictions may be set forth in any Supplemental Declaration. The restrictions in this Section 6.1.19. shall not apply to the Declarant or any Builder. Notwithstanding anything contained herein, the Declarant shall have exclusive control of new construction within the Property. Nothing in the Organizational Documents as the same relates to new construction, may be adopted, or modified without Declarant's consent.

6.1.20. **Lot Maintenance.** Except as specifically provided herein, it shall be the responsibility of each Owner of a Lot to prevent the accumulation of litter, trash, packing crates, or any other accumulations which shall create an unkempt condition of the Buildings or grounds on a Lot and/or which shall otherwise tend to substantially decrease the beauty of the Property as a whole or the specific area. No loose trash will be permitted to be strewn about the Property at any time. All personal use items shall be stored inside when not in use. These items include, but are not limited to, yard tools, sprinklers, wheelbarrows, and children's toys which would create a nuisance for the community. All improvements on the Lot shall be kept in a good and sightly condition and within reasonable neighborhood standards as determined by the Declarant or the Board. Except as provided herein, the Declarant shall have the right to assess an Owner for the cost of mowing, maintaining, removing, or cleaning up in the event the Owner fails to do so.

6.1.22. **Rentals and Leasing.** No Dwelling Unit shall be rented by Owners for transient purposes, which shall be defined as: (a) rental for an initial period less than twelve (12) consecutive months (1 year), unless a shorter period is otherwise approved by the Board; or (b) rental to roomers or boards, that is, rental to one (1) or more persons of a portion of a Dwelling Unit only. Notwithstanding the foregoing, a Dwelling Unit that is owned or operated by a reputable, professional real estate management company, as determined by the Board in its sole discretion, may rent or lease a Dwelling Unit that is fully furnished by the Owner for an initial period of no less than three (3) consecutive months. All leases of any Dwelling Unit shall be in writing and shall provide that they are subject to all provisions of the Organizational Documents and that the failure of the lessee to comply with the Organizational Documents shall be a default under the lease. Whether or not such provisions are included in a lease, any tenancy of a Dwelling Unit shall be subject to termination for a violation of any covenant, condition and restriction contained in the Organizational Documents, as lawfully amended from time to time. If a tenant or other Occupant of a Dwelling Unit violates the Organizational Documents for which a fine is imposed, such fine may be assessed against the Owner as an Individual Assessment.

Prior to the commencement of any lease, the Owner is responsible for providing the Association with the following: (i) a copy of the fully executed lease agreement; (ii) the name and address of the tenants and any other Occupants; (iii) the name, address, email address, and telephone number of the Owner other than at the Lot and/or any property manager overseeing or managing the Dwelling Unit; and (iv) such other information as the Association may reasonably request. The purpose of this Section 6.1.22. is to provide for the preservation of values and amenities, to help maintain the aesthetic quality and owner-occupied residential nature of the community.

Notwithstanding anything contained in the Organizational Documents, any any amendment to this Section requires the affirmative vote of 95% of the voting power of the Association.

6.2. **Remedies for Breach of Covenants and Restrictions.** The violation of any covenant, easement or restriction contained in this Declaration or the Organizational Documents shall give the Board the authority to enforce the covenants, restrictions, rules, and regulations in accordance with this Section.

6.2.1 **Actions.** The Board may take any or all the following actions:

6.2.1.1. levy a fine against the Owner, which shall also be an Individual Assessment under Section 5.4;

6.2.1.2. to enter upon a Lot or portion thereof upon which or, as to which, such violation or breach exists and to summarily abate and remove at the expense of the Owner, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, and the Board or its agents shall not be thereby deemed guilty in any manner of trespass or wrongful act;

6.2.1.3. to institute appropriate legal proceedings to enjoin, abate or remedy the continuance of any breach;

6.2.1.4. if any Assessment, or portion or installment thereof, remains unpaid for thirty (30) days after it becomes due and payable, then the Board may suspend the delinquent Owner's voting rights and the Owner's or Occupant's privileges to use one or more of the Common Elements, if any, except for necessary ingress and egress to the Owner's Lot, shall be suspended until such Assessment is paid.

6.2.2. **Notice and Opportunity to be Heard.** Prior to any action, the Board shall give the Owner reasonable notice of the violation and an opportunity to be heard in accordance with the notice provisions set forth herein. Such notice and opportunity shall not be required in emergency situations or for repeated or continuing violations.

6.2.3. **Individual Actions.** Each Owner is empowered to enforce the covenants contained herein by appropriate legal proceedings or alternative dispute resolution methods.

ARTICLE 7
MAINTENANCE, REPAIR AND REPLACEMENT; UTILITIES

7.1. **Adoption of Standards.** The Board may adopt maintenance standards pertaining to the maintenance, repair, and appearance of all Lots, Dwelling Units, and/or Common Elements (the "Maintenance Standards"). The costs and expenses of the Association to comply with the Maintenance Standards with respect to the Common Elements will be part of the Common Expenses.

7.2. **Association Responsibilities.** Subject to the exceptions and provisions contained herein, and subject to the approval of the Board, the Association shall maintain, repair, and make all necessary replacements to the Common Elements and any improvements thereon. The Association shall also repair, maintain, and make necessary replacements of the following located on the Lots and/or Dwelling Units:

7.2.1. The sidewalks/walkways running along the Property that do not exclusively lead to a Dwelling Unit; provided, however, this responsibility shall not include snow removal;

7.2.2. Any exterior lighting installed by Declarant that is not attached to a Dwelling Unit;

7.2.3. The yard maintenance and landscaping described in Section 4.15;

7.2.4. The fence installed by the Declarant along the perimeter of the Property; and

7.2.5. All pipes, lines, wires, and utility components that serve common areas or more than one Dwelling Unit, including, without limitation private utility meters, up to the point of connection at which point such pipe, line, wire, or component serves one Dwelling Unit.

7.3. **Owner Responsibilities.** Subject to the exceptions and provisions contained herein, each Owner shall maintain, repair, and replace, and keep in good condition and repair, and in a sightly condition, all at the Owner's expense, the Lot and the Dwelling Unit located on their Lot, including all Common Improvements. Each Owner shall maintain in good order and repair the exterior of the Dwelling Units, including exterior lighting fixtures, and keep exterior surfaces neat and clean, painted as applicable (matching the original color), and free from dirt and debris, algae, and mineral buildup, or any other substances that alter the original color of the exterior surfaces. Owners shall be responsible for watering and keeping in good order and in a sightly condition the lawns and landscaping on the Owners' Lot.

7.3.1 **Common Improvements.** The Owners of adjacent Lots in the Subdivision shall endeavor to reasonably cooperate with each other with respect to the decisions and the costs and expenses of periodic reasonable repair, maintenance, reconstruction, and replacement of Common Improvements to the extent such activities affect more than one (1) Unit in the Building. Unless otherwise specified in this Declaration, the cost of reasonable repair and maintenance of Common Improvements shall be shared equally by the Owners of the adjoining Units.

Should a Common Improvement be damaged or destroyed by causes other than the intentional act or negligence of an Owner (or its agent, contractor, employee, family member, licensee, guest or invitee), then the damaged or destroyed Common Improvement shall be promptly, and with due diligence, repaired or rebuilt and the costs of reasonable repair and maintenance of the Common Improvements shall be paid equally by the Owners of the Units adjoined by the Common Improvements. Notwithstanding the foregoing, an Owner (or its agent, contractor, employee, family member, licensee, guest, or invitee) who by their negligence or willful act causes a Common Improvement to be damaged shall bear the entire cost to repair the same to substantially similar condition in which it existed immediately prior to such damage or destruction (subject to any insurance proceeds available pursuant to this Declaration).

If Owners are unable to agree as to the necessary repairs, replacement and/or the allocation of the costs of such repairs or replacement to Common Improvements, the Owner requesting the repair or replacement shall submit a written request to the Board to determine whether the repair or replacement is necessary and the allocation of the such costs, along with an administrative fee, as reasonably determined by the Board, to cover the administrative time, costs and expenses of making this determination, which may include obtaining third party reports and estimates for the repair or replacement. As soon as reasonably practical, the Board shall make a determination as to (a) whether such repair or replacement is necessary and/or, if applicable, whether such repair or replacement affects only one or both Lots; and (b) the allocation of the cost of the repair or replace between or among the Owners. If any Owner fails to pay their allocated share of the repair or replacement cost in a timely manner, the Association may (but has no obligation to do so) pay such amount and the non-paying Owner's share of the cost shall then constitute an Individual Assessment upon the Lot owned by the non-paying Owner. Neither the Board nor the Association will have any responsibility or liability with respect to any determination made by the Board as described in this Section. Notwithstanding the foregoing, if an Owner fails to maintain, repair, and replace, and keep in good condition and repair the Common Improvements or pay his or her share of the costs, the other Owner(s) of adjacent Units shall be entitled to bring suit for contribution from the defaulting Owner(s) and pursue any other rights or remedies available at law or in equity.

7.3.2. **Exterior Improvements.** All exterior improvements must be maintained, repaired or replaced as originally installed. This includes but is not limited to light fixtures, decks, privacy fences, landscaping, grass, utility meters, concrete flatwork, roofing, exterior cladding, windows, garage doors, doors, gutters, facia boards, trim and the like. Notwithstanding anything contained herein, any exterior maintenance, repair, or replacement to be performed by an Owner that costs more than $2,500 shall be subject to the prior approval of the Association. Any exterior maintenance, repair, or replacement to be performed by an Owner hereunder shall require that upon completion the Dwelling Unit shall be restored to a condition, appearance and specifications as the same existed when the Unit was first constructed. All repairs and replacements must be performed in an expeditious manner. The Board may adopt guidelines or other criteria setting forth standards for such maintenance, repair, or replacement. Pursuant to such standards the Board may require that only certain types and/or manufacturers be used for replacements to the exterior surfaces to assure similarity and conformity.

7.4. **Periodic Inspection.** The Association may periodically inspect each Lot to determine whether the Lot and Dwelling Units are maintained in compliance with the Organizational Documents.

7.5. **Failure to Maintain.** In the event that an Owner shall fail to provide maintenance, repair, and/or replacement as required by the Organizational Documents, in a manner that is satisfactory to the Association, and such Owner has failed to comply for ten (10) days after being notified of such failure and upon being provided an opportunity to be heard concerning the same, then the Association shall have the right, but not the obligation, through its agents and employees to enter upon said Lot and repair, maintain and/or restore the Lot. If such failure poses a material health, safety, or security risk, then no notice or hearing need be given. The cost of such maintenance and repair shall be assessed against the subject Lot in accordance with Section 5.4.

ARTICLE 8
LIABILITY AND OTHER INSURANCE

8.1. **Liability Insurance.** The Association, as a Common Expense, shall insure itself, the Board of Directors, Owners, Members, and family members who reside at the Property, and their resident tenants, if any, at the Dwelling Unit, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from destruction of property occurring upon, in or about, or arising from the Common Elements caused by the Association, such insurance to afford protection to a limit of not less than One Million Dollars ($1,000,000.00) per occurrence. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Lots or Dwelling Units located thereon if caused by the Owner, its occupants, guests or invitees of such Lot or Dwelling Unit.

8.2. **Property Insurance Common Elements**. The Association, as a Common Expense, shall have the authority to obtain blanket "all-risk" property insurance, and shall obtain the same if reasonably available, for all insurable improvements on the Common Elements and such other property as the Association is obligated to maintain and insure. If blanket "all-risk" coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

8.3. **Property Insurance Building.** The Association, as a Common Expense, shall obtain and maintain for the use and benefit of all Owners and their mortgagees insurance on the initial exterior improvements of each Building and the floor assemblies and structural elements and supporting walls and Common Improvements, including but not limited to roof trusses and roof decking; foundation walls and weather proofing membranes; windows and exterior doors (including garage doors) and the frames, sashes, jambs and hardware therefor,; any plumbing, electric, heating, cooling and other utility facilities or service lines, pipes, and accessories thereto, wires, ducts, and conduits that serve more than one Dwelling Unit, but specifically excluding all other improvements and property within a Unit and all personal property supplied or installed by any Occupants as further described below. The policy of such insurance may provide coverage against loss or damage by vandalism, malicious mischief, fire, windstorm, lightning, cost of debris removal, cost of demolition, extended coverage perils and such perils as are at this time included in an "Special Perils" extended coverage endorsement to a standard policy of fire and casualty insurance. In addition, the policy may include water damage, construction code, Agreed Amount, and inflation guard endorsements, if available. The amount of this insurance shall be not less than 100% of the then current replacement value of the Building covered under this Section 8.3., exclusive of the cost of land, foundations, footings, excavations, and other elements that are not ordinarily insured against loss, without deduction for depreciation, as determined from time to time by the insurer, with a reasonable deductible as determined by the Board.

8.3.1. Except as set forth in Section 8.3. above, the policy maintained by the Association shall not include coverage for any other improvements or property or portions of the Dwelling

Unit, including but not limited to carpeting, finishes, wall coverings, paint, cabinetry, countertops, interior fixtures (including interior bathroom fixtures and lighting fixtures), built-in appliances, smoke detectors, or hot water heaters; furniture, furnishings and other personal property of the Occupants, or for improvements and betterments made by the Unit Owner or Occupant after the initial improvements and installations made by the Builder.

8.3.2. The casualty policy described in Section 8.3. shall be without prejudice to the right of any Owner to obtain individual property insurance, including coverage for all improvements furniture, furnishings, personal property and any improvements and betterments not covered by the Association, but no Owner may at any time purchase individual policies of insurance covering any item that the Association is not insuring. If an Owner does not purchase such a policy, that Owner shall be liable to the Association for any damages, expenses, or losses the Association incurs as a result.

8.4. **Other Insurance**. As a Common Expense, the Association may obtain such insurance as the Board of Directors considers necessary, including without limitation, fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association.

8.5. **Owner's Insurance.** In addition to an individual policy each Owner may purchase for the Dwelling Unit as set forth in Section 8.3.2., each Owner shall obtain a policy to cover such Owner's (and its permitted Occupants) liability toward third parties with a combined single limit of at least $300,000 per policy year. The Board may require the Owners to furnish copies or certificates of such insurance to the Association.

8.6. **Sufficient Insurance.** In the event that the improvements on the Common Element, the Dwelling Units constructed on the Lots within the Property, or any Dwelling Unit constructed on a Lot within the Property shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction, shall be undertaken by the Association or the Owner affected by such damage, and the insurance proceeds shall be applied by the Association or the Owner, affected by such damage, in payment therefor.

8.7. **Insufficient Insurance; No Insurance.** In the event that the improvements on the Common Element, the Dwelling Units constructed on the Lots within the Property, or any Dwelling Unit constructed on a Lot within the Property, shall suffer damage or destruction from any cause or peril which is not insured against by the Association, or, if insured against by the Association, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction of the initial exterior improvements of the Building and the floor assemblies and structural elements and supporting walls and Common Improvements, including but not limited to roof trusses and roof decking; foundation walls and weather proofing membranes; windows and exterior doors (including garage doors) and the frames, sashes, jambs and hardware therefor,; any plumbing, electric, heating, cooling and other utility facilities or service lines, pipes, and accessories thereto, wires, ducts, and conduits that serve more than one Dwelling Unit, then such repair, restoration or reconstruction may be undertaken by the

Association at the expense of all the Owners in the same proportions in which they shall share in the Annual Assessments. Should any Owner refuse or fail after reasonable notice to pay such Owners share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such Owner and such assessment shall have the same force and effect, and if not paid, may be enforced in the same manner as hereinbefore provided for the non-payment of assessments.

ARTICLE 9
CONDEMNATION

9.1. Whenever all or any part of the Common Elements shall be taken (or conveyed in lieu of and under threat of condemnation by the Board) by any authority having the power of condemnation or eminent domain; each Owner shall be entitled to notice thereof. No Owner, however, shall have the right to participate in the proceedings incident thereto, unless otherwise required by law. The award made for such taking shall be payable to the Association and for the use and benefit of the Owners.

ARTICLE 10
SPECIAL DECLARANT RIGHTS

10.1. **Use for Sale Purposes.** Declarant reserves for itself, its successors and assigns, and any Builder the right to maintain sales offices and models on the Lots.

10.2. **Signs and Marketing.** The Declarant reserves the right for itself and any Builder to post signs and displays on the Property to promote sales of Lots, and to conduct general sales activities, in a manner as to not unreasonably disturb the rights of Owners; provided, however, that Declarant and any Builder shall have the absolute right to place and maintain signage for the purposes of identifying and marketing their Lots or Dwelling Units. All such signs under this Section 10.2 shall only be permitted on the Property in compliance with applicable laws, ordinances, and regulations.

10.3. **Control of the Association.**

10.3.1. **Appointment of Directors and Officers.** The Declarant reserves the right to appoint and remove members of the Board and the officers of the Association during the Declarant Control Period, which period shall commence upon the recording of this Declaration and shall terminate no later than the earlier of:

10.3.1.1. The time at which one hundred percent (100%) of the Lots have been conveyed to Owners other than Declarant; or

10.3.1.2. Such other date as Declarant, in its sole and absolute discretion, determines.

10.4. **Early Termination of Control.** The Declarant may voluntarily surrender the right to appoint and remove Directors and officers before the termination of the Declarant Control Period. In such event, the Declarant may require, for the remaining duration of the Declarant

Control Period that specific actions of the Association or the Board be approved by Declarant before they become effective. Such voluntary termination shall be evidenced by a recorded instrument executed by the Declarant setting forth the termination of the Declarant Control Period and the actions which require Declarant's approval.

10.5. **Declarant's Personal Property.** The Declarant and any Builder reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant and Builder reserve the right to remove, within one (1) year after the sale of the last Dwelling Unit Lot, to an owner from the Property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

10.6. **Right to Amend Documents.** Notwithstanding anything to the contrary contained herein, prior to the end of the Declarant Control Period, this Declaration may be amended at any time without the vote or approval of the Owners, the Association, or the Board by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant's original intent; making other changes in Declarant's reasonable discretion; and making any change necessary, or desirable, to meet the requirements of any institutional lender, including but not limited to, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, title insurer, or any other agency which may insure or purchase loans on a Lot or to the extent reasonably necessary to enable Declarant to meet any other reasonable need or requirement in order to complete the development of the Property and to facilitate the making and marketing of first mortgages upon any of the Lots. No such amendment, however, shall materially and adversely affect any Owner's use of their Lot nor their interest in the Association or the Common Elements. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this Section 10.6. and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of the Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by the Declarant to be necessary or proper to effectuate the provisions of this Section.

10.7. **Temporary Construction Easement.** The Declarant reserves for itself and any Builder a temporary construction easement of five (5) feet around the boundary of each Lot to facilitate grading, drainage, and general construction activity on a neighboring Lot. If an Owner of a Lot places an obstacle within this temporary construction easement, then that Owner shall be responsible to remove the obstacle at his or her expense. This easement allows for dirt to be added or removed, as needed, to allow for proper transition between adjoining Lots and construction of drainage swales, as needed.

10.8. **Declarant's Rights.** Any or all the special rights and obligations of the Declarant set forth in this Organizational Documents may be transferred to other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in the Organizational Documents. Nothing in this Declaration shall be construed to require the Declarant

or any transferee to develop any of the property adjacent to or contiguous with the Property. Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sales of Lots and/or Dwelling Units shall continue, it shall be expressly permissible for the Declarant and any Builder and any Affiliate of Declarant or any Builder to maintain and carry on upon portions of the Common Elements and public or private streets such facilities and activities as, in the sole option of the Declarant, may be reasonably required, convenient or incidental to the construction or sale of such Lots and/or Dwelling Units, including, but not limited to, business offices, signs, model Units, sales offices, and rental Units. The Declarant, and any Builder authorized by the Declarant, shall have easements for access to and use of such facilities as well as vehicular access for construction along the Private Roadway. The right to maintain and carry on such facilities and activities shall specifically include, without limitation, the right to Lots and/or Dwelling Units owned by the Declarant and any Common Elements or other facilities which may be owned by the Association, as models, sales offices, or rental Units. In addition, notwithstanding any provision of the Organizational Documents, the Declarant shall have the right to replat or revise the Record Plat relating to any portion of the Property without the consent of any Owner other than the Owner(s) of the Lot(s) in which the boundaries are altered. So long as Declarant or an Affiliate of Declarant owns any land within the Property, Declarant may, without the express written consent of any Owner, the Board, or the Association, include in any contract or deed hereafter executed covering all or any portion of the Property, any additional covenants or restrictions applicable to such land, so long as they are consistent with and do not lower the standards set forth in this Declaration and do not violate any covenants or restrictions then in effect and recorded against the Property. So long as the Declarant continues to have rights under this Article, no person or entity shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Property without Declarant's review and written consent. Any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect unless subsequently approved in writing and signed by the Declarant and subsequently recorded in the County public records.

10.9. **Easements to Serve Additional Property**. The Declarant and its duly authorized agents, representatives, and employees, as well as its successors, assigns, licensees and mortgagees, shall have and is hereby reserved, an easement over the Common Elements for the purpose of enjoying, using, accessing and developing the Additional Property, whether or not such Additional Property is made subject to this Declaration, and such easement includes, but is not limited to, a right of ingress and egress over the Common Elements for construction of roads and for tying in and the installation of utilities on the Additional Property. Declarant agrees that it, its successors, or assigns, shall be responsible for any damage caused to the Common Elements because of vehicular traffic connected to the development of the Additional Property.

ARTICLE 11
ENFORCEMENT

11.1. **Curing Defaults; Lien.** If any Default occurs with respect to any Lot under the provisions of this Declaration, the Board shall give written notice to the Owner, setting forth in reasonable detail the nature of the Default and the specific action(s) required to remedy the Default, except that no notice of Default shall be required before the Board takes any of the actions set forth

in this Declaration for nonpayment of Assessments. If the Owner fails to timely take the specific action(s) after the mailing of the notice, the Board may, but shall not be required to, exercise any or all its rights in this Declaration or otherwise available at law or in equity. The Board may exercise without notice any of its rights with respect to any Default if it determines that an emergency exists requiring immediate action.

11.2 **Remedies.** Nothing contained in this Section 11 shall be deemed to affect or limit the rights of Declarant, the Association, any Owner or Occupant or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the provisions of this Declaration or recover damages for any Default. It is declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and, therefore, each beneficiary shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

11.3. **Costs and Attorney's Fees.** Costs incurred by the Association in exercising any of its rights with respect to any Lot, together with court costs, reasonable attorneys' fees, and other costs of enforcement, shall be a binding personal obligation of the Owner and shall be payable on demand. If the Owner fails to pay costs within thirty days of demand, the Association may file a notice of lien in the same manner, and which shall have the same priority as the liens for Assessments provided in Article 5.

11.4. **Charge for Damages or Enforcement Assessment.** The Board will have the authority to impose a reasonable enforcement assessment for violations of the Organizational Documents, pursuant to Ohio Revised Code Section 5312.11. An such assessment will be due and payable on the same terms and conditions as an Individual Assessment as provided in this Declaration.

11.5. **No Waiver.** The failure of Declarant, the Association, any Owner or Occupant or their legal representatives, heirs, devisees, successors, or assigns, in any one or more instances to exercise any right or privilege conferred in the Organizational Documents, shall not constitute or be construed as the waiver of such right or privilege, including the right to cure any Default but the same shall continue and remain in full force and effect as if no forbearance had occurred.

11.6. **Right and Easement of Entry.** The Association, through its authorized officers, employees, and agents, shall have the right and easement to enter upon any Lot at all reasonable times and to do anything thereon necessary to perform the action or actions specified in the notice to the Owner to abate, remedy, extinguish, remove or repair a Default, without the Association or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of each entry or such action or actions as are carried out in accordance with the provisions of Article 11.

ARTICLE 12
DURATION AND AMENDMENTS

12.1. **Duration.** This Declaration, and its provisions, shall be covenants running with the land and shall be binding on the Property and shall (regardless of whether any such beneficiary

owns an interest in any Lot) inure to the benefit of and be enforceable by Declarant, the Association, and each Owner, Occupant and their legal representatives, heirs, devisees, successors and assigns and shall continue in full force and effect for ten (10) years from the date on which this Declaration is recorded. Thereafter, this Declaration shall be automatically renewed for successive ten (10) year periods, unless amended or terminated as provided in this Article.

12.2. **Amendment.** Except as otherwise provided herein, prior to the end of the Declarant Control Period, any provision of this Declaration may be amended, in whole or in part, by a recorded instrument executed by the Declarant (a) without the approval of any other party for any matters consistent with Section 10.6., or (b) as approved by a vote of at least seventy five percent (75%) of the voting power of the Association so long as no such amendment shall (i) impair or terminate any of the rights of Declarant hereunder, or (ii) materially and adversely affect the Lots owned by Declarant, unless Declarant consents, in writing, to such amendments or termination.

12.2.1. Except as provided in this Section 12.2., after the end of the Declarant Control Period, any provision of this Declaration may be amended, in whole or in part, by a recorded instrument approved by the Owners of at least seventy five percent (75%) of all Lots.

12.2.2. Prior to the end of the Declarant Control Period, and subject to Section 10.6. and Section 12.2., all amendments shall be executed by the Declarant, and any Builder, if required, and shall be executed by a duly elected officer of the Association. After the end of the Declarant Control Period, all amendments shall be executed by a duly elected officer of the Association. Any such amendment shall certify that the proper notices were sent and that the requisite vote was obtained. Amendments need not be signed by the Owners.

12.3. **Nonliability of Declarant.** Declarant, the Board, the officers, and their successors and assigns shall not be liable for any claim whatsoever arising out of or by reason of the exercise of discretion or authority (or its decision not to exercise such discretion or authority) pursuant to the Organizational Documents, whether or not the claims shall be asserted by any Owner, the Association, or any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused.

12.4. **Termination.** This Declaration, and the regime created thereby, may be terminated only in accordance with this Section 12.4.

12.4.1. **Consent Required.** This Declaration shall be terminated only upon consent of the Owners of one hundred percent (100%) of the Lots, and if during the Declarant Control Period, by consent of the Declarant.

12.4.2. **Agreement to Terminate.** No termination shall be effective unless an agreement to terminate is filed for record in the public records of the County to terminate This agreement to terminate shall be executed in the same manner as an amendment. The agreement shall provide for disposition of the Common Elements, disposition of Association funds and other resolutions and provisions necessary to terminate the regime and wind up the affairs of the Association.

ARTICLE 13
MISCELLANEOUS

13.1. **No Reverter.** No covenant, condition, restriction, or reservation of easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

13.2. **Invalidity.** The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision.

13.3. **Headings.** The headings of the Sections and subsections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

13.4. **Gender.** Throughout this Declaration, where the context so requires, the masculine gender shall be deemed to include the feminine and neuter, and the singular shall include the plural, and vice versa.

13.5. **Availability of Documents.** The Association shall make available to Owners, lenders, and to holders, insurers, or guarantors of any first mortgage on a Lot, current copies of the Declaration, the Bylaws and other Rules and Regulations concerning the Property. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

13.6. **Non-Liability of Declarant.** Neither the Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to them by or pursuant to the Organizational Documents, whether or not such claims shall be asserted by an Owner, Occupant, the Association, or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof becoming out of repair or by reason of any act or neglect of any Owner, Occupant, the Association and their representative, agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to furnish or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, cable television, etc.), except as provided by any written warranty provided by the Declarant to an Owner or the Association.

13.7. **Notices.** Any notice required or permitted to be given to an Owner or Occupant by the Board pursuant to the provisions of the Organizational Documents shall be deemed given when transmitted pursuant to the notice provisions set forth in the Bylaws to such person's last address as it appears on the records of the Association.

13.8. **Covenants Running with the Land.** This Declaration and all amendments hereto shall be, and shall be construed as, covenants running with the land, shall be binding upon Declarant, Builder, any mortgagee, the Association, its Members; each Owner, each Occupant and all claiming

under each Owner or Occupant, and shall (regardless of whether or not any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by (i) Declarant, (ii) Builder, (iii) the Association, and (iv) each Owner and all claiming under each Owner.

13.9. **Construction.** The Board shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration, except the Declarant.

13.10. **Invalidity.** The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

IN WITNESS WHEREOF, the Declarant has caused the execution of this instrument this 22 day of August 2024.

HERITAGE LANDING DEVELOPMENT, LLC

By: Adam M. Cristo
Its: Member

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 22 day of August 2024 by Adam M. Cristo, authorized Member of Heritage Landing Development, LLC, an Ohio limited liability company, on behalf of the company.

Notary Public

NOTARIAL SEAL STATE OF OHIO

Bryan Berning
Notary Public, State of Ohio
My Commission Expires:
May 10, 2027

This instrument prepared by:
Flagel & Papakirk LLC
50 E Business Way, Suite 410
Cincinnati, OH 45241
Phone: (513) 984-8111
Fax: (513) 984-8118

Exhibit A

Date: July 9, 2024

Description: Heritage Landing
Phase One

Location: City of Middletown
Warren County, Ohio

bayer becker

Situated in Section 2, Town 2, Range 4, Between the Miamis, Turtlecreek Township, the City of Middletown, Warren County, Ohio and being all of Lots 1 through 19 and Open Space 20 of Heritage Landing as recorded in Plat Book 109, Page 15 of the Warren County Recorder's Office.

Heritage Landing Lot No.	Parcel No.
1	07-02-102-008
2	07-02-102-009
3	07-02-102-010
4	07-02-102-011
5	07-02-102-012
6	07-02-102-013
7	07-02-102-014
8	07-02-107-004
9	07-02-107-005
10	07-02-107-006
11	07-02-107-007
12	07-02-107-008
13	07-02-102-015
14	07-02-102-016
15	07-02-102-017
16	07-02-102-018
17	07-02-102-019
18	07-02-102-020
19	07-02-102-021
20	07-02-102-022

GS for all

DOC ID ----> 202408902706

Exhibit B

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
03/29/2024	202408902706	DOMESTIC NONPROFIT CORP - ARTICLES (ARN)	99.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

FLAGEL & PAPAKIRK LLC
50 E BUSINESS WAY
SUITE 410
CINCINNATI, OH 45241

STATE OF OHIO
CERTIFICATE

Ohio Secretary of State, Frank LaRose

5207424

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

HERITAGE LANDING COMMUNITY HOMEOWNERS ASSOCIATION, INC.

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
DOMESTIC NONPROFIT CORP - ARTICLES	**202408902706**

Effective Date: 03/29/2024

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 29th day of March, A.D. 2024.

Ohio Secretary of State

Form 532B Prescribed by:

Frank LaRose
Ohio Secretary of State

Date Electronically Filed: 3/29/2024

Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

Initial Articles of Incorporation

(Nonprofit, Domestic Corporation)

Filing Fee: $99

(114-ARN)

Form Must Be Typed

First: Name of Corporation: Heritage Landing Community Homeowners Association, Inc.

Second: Location of Principal Office in Ohio

WEST CHESTER (City) OHIO (State)

BUTLER (County)

Optional: Effective Date (MM/DD/YYYY): 3/29/2024 (The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing.)

Third: Purpose for which corporation is formed

The purpose for which the corporation is formed is to engage in any lawful act or activity for which corporations may be formed under Chapter 1702 of the Ohio Revised Code.

** Note: for Nonprofit Corporations: The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided. **

** Note: ORC Chapter 1702 allows for additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of those additional provisions, please do so by including them in an attachment to this form. **

Original Appointment of Statutory Agent

The undersigned, being at least a majority of the incorporators of

Heritage Landing Community Homeowners Association, Inc.
(Name of Corporation)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

PAUL LEWANDOWSKI
(Name of Statutory Agent)

50 E BUSINESS WAY STE 410
(Mailing Address)

CINCINNATI	OH	45241
(Mailing City)	(Mailing State)	(Mailing ZIP Code)

Must be signed by the incorporators or a majority of the incorporators.

FLAGEL & PAPAKIRK LLC
(Signature)

(Signature)

(Signature)

Acceptance of Appointment

The Undersigned, PAUL LEWANDOWSKI, named herein as the
(Name of Statutory Agent)

Statutory agent for Heritage Landing Community Homeowners Association, Inc.
(Name of Corporation)

hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Statutory Agent Signature PAUL LEWANDOWSKI
(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by the incorporator(s).

If the incorporator is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the incorporator is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

FLAGEL & PAPAKIRK LLC
Signature

PAUL LEWANDOWSKI, AUTHORIZED REPRESENTATIE
By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
04/10/2024	202410004470	AMENDED/RESTATED ARTICLES (AMA)	50.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

FLAGEL & PAPAKIRK LLC
50 E BUSINESS WAY
SUITE 410
CINCINNATI, OH 45241

STATE OF OHIO
CERTIFICATE

Ohio Secretary of State, Frank LaRose

5207424

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

HERITAGE LANDING COMMUNITY HOMEOWNERS ASSOCIATION, INC.

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
AMENDED/RESTATED ARTICLES	**202410004470**

Effective Date: 04/10/2024

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 10th day of April, A.D. 2024.

Ohio Secretary of State

Form 541 Prescribed by:

Frank LaRose
Ohio Secretary of State

Toll Free: 877.767.3453 | Central Ohio: 614.466.3910
OhioSoS.gov | business@OhioSoS.gov
File online or for more information: OhioBusinessCentral.gov

Certificate of Amendment

(Nonprofit, Domestic Corporation)

Filing Fee: $50

Form Must Be Typed

Check the appropriate box:

☐ Amendment to existing Articles of Incorporation by Members pursuant to Ohio Revised Code section 1702.38(C) (128-AMD)

☒ Amended and Restated Articles by Members pursuant to Ohio Revised Code section 1702.38(D) or by Directors pursuant to Ohio Revised Code section 1702.38(E) (126-AMAN) - The following articles supersede the existing articles and all amendments thereto.

Complete the following information:

Name of Corporation	HERITAGE LANDING COMMUNITY HOMEOWNERS ASSOCIATION, INC.
Charter Number	5207424

A copy of the resolution of amendment must be attached to this document.

Note: If amended and restated articles were adopted, amended articles must set forth all provisions required in original articles other than with respect to the initial directors pursuant to Ohio Revised Code section 1702.38(A). In the case of adoption of the resolution by the directors, a statement of the basis for such adoption shall be provided.

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Must be signed by an authorized officer of the Corporation pursuant to the Ohio Revised Code section 1702.38(G).

Paul Lewandowski
Signature

By (if applicable)

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

Paul Lewandowski
Print Name

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Signature

By (if applicable)

Print Name

DocuSign Envelope ID: 2C4988B7-E4F2-47C8-A3F3-352CF9FD8785

AMENDED AND RESTATED ARTICLES OF INCORPORATION

The undersigned, being all of the directors of the **Heritage Landing Community Homeowners Association, Inc.**, an Ohio non-profit corporation (the "Association"), hereby submit these Amended and Restated Articles of Incorporation pursuant to Ohio Revised Code, Section 1702.38 in order to amend the previously filed articles of incorporation as provided below:

FIRST: **Name of Corporation:**

Heritage Landing Community Homeowners Association, Inc.

SECOND: **Location of Principal Office in Ohio:**

West Chester, Butler County, Ohio

THIRD: **Purpose for which corporation is formed:**

See attached "Additional Provisions to Articles of Incorporation for Heritage Landing Community Homeowners Association, Inc."

To the extent there is any conflict or inconsistency between these Amended and Restated Articles of Incorporation and the initial articles of incorporation, these Amended and Restated Articles of Incorporation will control and supersede the previously filed initial articles of incorporation.

Signed as of the dates below and made effective as of April 3, 2024.

DIRECTORS:

DocuSigned by:
D21C18AC11384DB...
By: Joseph A. Cristo
Date: 4/4/2024

DocuSigned by:
D347ADC9BB7D489...
By: Adam M. Cristo
Date: 4/4/2024

DocuSigned by:
0EA31675782462...
By: Bryan R. Berning
Date: 4/4/2024

DocuSign Envelope ID: 2C4988B7-E4F2-47C8-A3F3-352CF9FD8785

ADDITIONAL PROVISIONS
TO ARTICLES OF INCORPORATION FOR
HERITAGE LANDING COMMUNITY HOMEOWNERS ASSOCIATION, INC.

THIRD: Purpose for which corporation is formed:

To serve and function as a homeowners association under Ohio law for the Heritage Landing subdivision to be located in Warren County, Ohio (the "Subdivision"), in accordance with the Declaration of covenants, conditions and restrictions and reservations of easements (the "Declarations") and bylaws (the "Bylaws") applicable to the Association and Subdivision; to own, administer, maintain, govern, improve, repair, alter, replace, and manage real and person property subject to the Declaration and Bylaws; to promote the health, safety, and welfare of Subdivision lot owners and Association members, pursuant to the Declarations, Bylaws, and Chapter 5312 of the Ohio Revised Code; and to carry out all other powers, rights, and privileges which a non-profit corporation has under the laws of the State of Ohio in order to effectuate the foregoing purposes.

FOURTH: Membership

Every person or entity who is identified as a "Member" (as that term is used in the Declarations). The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership will be appurtenant to and may not be separated from ownership of a lot of the Subdivision, and transfer of a lot of the Subdivision will automatically transfer membership to the transferee. Voting rights of members will be as set forth in the Declaration and Bylaws (the latter of which will also be and serve as the Association's code of regulations.

FIFTH: Directors

The names and addresses of the persons who are initially to act in the capacity of "Directors," until the selection of their successors (as provided in the Declaration and Bylaws) are:

Name:	Address:
Joseph A. Cristo	7594 Tylers Place Boulevard West Chester Township, Ohio
Adam M. Cristo	7594 Tylers Place Boulevard West Chester Township, Ohio
Bryan R. Berning	7594 Tylers Place Boulevard West Chester Township, Ohio

The number, qualification, manner and time of selection of successor Directors, and their terms of office, will be as set forth in the Declaration and Bylaws. The Directors will have all powers and duties of the Directors as set forth in Chapter 5312 and Chapter 1702 of the Ohio

Revised Code, except as such powers may be limited or expanded by the provisions of these Articles of Incorporation, the Declaration or Bylaws.

SIXTH: Indemnification

The Association will indemnify every person who is or has been a Director, officer, agent or employee of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses, including reasonable attorneys fees, and judgments, decrees, fines, penalties, loss, costs, damages, and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative of investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise in which such person was or is a party or is threatened to be made a party by reason of the fact that person was a Director, officer, employee or agent of the Association, or is or was serving in such capacity at the request of the Association, provided that person: (i) acted in good faith and in a manner that person believed to be in, or not opposed to, the best interest of the Association, and (ii) in any matter the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification will be made in respect of any claim, issue or matter as to which such person will have been adjudged to be liable for gross negligence or misconduct in the performance of a duty to the Association unless and only to the extent that the court in which such action was brought will determine upon application that in view of all the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Unless ordered by a court of competent jurisdiction, the determination of indemnification, pursuant to the foregoing criteria, will be made: (a) by a majority vote of a quorum of Directors of the Association who were not and are not parties to or threatened with any such action, suit, or proceeding, or (b) if such a quorum is not obtainable, or if a majority of a quorum of disinterested Directors so direct, in a written opinion by independent legal counsel other than an attorney or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five (5) years, or (c) by the Lot Owner(s) (as that term is defined in the Declaration), or (d) by the court of competent jurisdiction in which such action, suit or proceeding was brought.

Any indemnification as provided above will not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of the members of the Association, or otherwise.

EXHIBIT C

Bylaws

(Please see attached)

BYLAWS
OF
HERITAGE LANDING COMMUNITY HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
GENERAL

1.1. **Name and Nature of the Association.** Heritage Landing Community Homeowners Association, Inc. (the "Association") was formed as a non-profit corporation pursuant to and in accordance with the Ohio Revised Code Chapter 1702, as the same may be amended from time to time.

1.2. **Applicability.** These Bylaws of Heritage Landing Community Homeowners Association, Inc. (the "Bylaws") are binding on all present and future Lot Owners (i.e. Owners) and Occupants of the Property and Additional Property (collectively, the "Property"), along with all other persons using any improvements or facilities located on the Property in any manner. Upon the acquisition, rental, use, or other act of occupancy of any Lot, or any other portion of the Property by any person, these Bylaws will be deemed accepted and ratified by that person.

1.3. **Definitions.** All capitalized terms used in these Bylaws that are not defined, will have the same meaning as that term is used in the "Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Heritage Landing Community Subdivision" (the "Declaration").

ARTICLE II
MEMBERS AND VOTING RIGHTS

2.1. **Membership.** Each Owner, upon acquisition of title to a Lot, will automatically become a member of the Association (a "Member"). Such membership will terminate upon the sale or other disposition by such Member of his or her Lot ownership, at which time the new Owner(s) of such Lot will automatically become a Member of the Association.

2.2. **Voting Rights.** Each Lot will have one vote with regard to matters submitted to the Members for a vote. If a Lot has multiple Owners, and only one of the Owners is present at a meeting of the Association, the present Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There will be deemed majority agreement among the multiple Owners of a Lot if anyone one of the Owners casts a vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to a Lot owned by the Association may be cast.

2.2.1. *Declarant Voting Rights.* Notwithstanding the foregoing, or anything else in the Bylaws, during the Declarant Control Period, Declarant will be entitled to five (5) votes for each Lot owned by Declarant. In addition, during the Declarant Control Period, Declarant will have an additional number of votes equal to five (5) times the total number of Lots that could be

placed on the Additional Property and subjected to the Declaration pursuant to the terms of the Declaration, but have not yet been so added. After the Declarant Control Period, Declarant's voting rights will be the same as the other Owners.

2.3. **Revocation of Voting Rights**. Any Member who is in Default, as that term is defined in the Declaration, or has been issued a notice of default pursuant to the Bylaws, or who has had his or her right or privilege of use and enjoyment of the Common Elements suspended pursuant to the Declarations, or is otherwise in default under the Declarations or Bylaws, will not be in good standing and will not be entitled to vote during any period in which the default or suspension continues.

2.4. **Proxies**. A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, the Owners of the Lot may vote by a proxy duly executed by a majority of the Owners of the Lot. An Owner may revoke a proxy given pursuant to this Section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy will terminate one (1) year after its date, unless it specifies a shorter time. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering the Lot, its presentation to the Board of a copy of the mortgage will be notice of the proxy designation, and if the mortgage so states, of the irrevocability of that designation. Written notice to the Board or notice in a meeting of a revocation of a proxy designation will not affect any vote or act previously taken. Each proxy will automatically cease upon conveyance of the Lot, if such proxy is not earlier revoked.

ARTICLE III
MEETINGS

3.1. **Place of Meetings**. Meetings of the Association will be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either in Warren County, Ohio or as convenient thereto as possible and practical.

3.2. **Annual Meeting**. The annual meeting of the Members for the purpose of electing Directors and for the transaction of such other business as may properly come before the meeting will be held on such date in the month of April of each year or at such other date as may be determined by the Directors.

3.3. **Special Meetings**. The Secretary of the Association will call a special meeting of the Members: (i) when directed by the President of the Association; (ii) upon the resolution of a majority of the Board of Directors; or (iii) upon the presentation to the Secretary of the Association of a petition signed by Members holding at least thirty-three percent (33%) of the total votes of the Association.

3.4. **Notice and Waiver**. Written notice of each meeting of Members will be given not less than seven (7) days nor more than sixty (60) days before it is to be held. Each notice will specify the date, time, and place of the meeting, and, in case of a special meeting, will specify the

purposes of the meeting. The notice will be posted in a visible place on a Common Element and will be delivered personally or mailed, postage prepaid, to all Members of record. Any Member may waive notice of a meeting by doing so in writing before or after the meeting. Attendance at a meeting, either in person or by proxy, will constitute a waiver of notice and of any and all objections to the place or time of such meeting or the manner in which it has been called or convened, unless a member attends the meeting solely for protesting the lack of proper notice relating to such meeting.

3.5. **Quorum**. Except as otherwise provided in these Bylaws or in the Declaration, those Members present in person or by proxy holding at least twenty-five percent (25%) of the total votes outstanding of the Members of the Association will constitute a quorum for any annual meeting or special meeting. Those present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken will be approved by at least a majority of Members required to constitute a quorum.

Whether or not a quorum is present, the Members entitled to exercise a majority of voting power represented at a meeting may adjourn that meeting without notice other than by announcement at the meeting.

3.6. **Conduct of Meetings**. The President will preside over all meetings of the Association, and the Secretary will keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring thereat.

3.7. **Action Without a Meeting**. Any action which may be authorized or taken at a meeting of the Members, except the election of Board members, may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by, the Members holding at least fifty percent (50%) of the total votes outstanding of the Members of the Association.

ARTICLE IV
BOARD OF DIRECTORS

4.1. **Board of Directors**. Except as otherwise provided by law, the Articles of Incorporation (the "Articles"), the Declaration, or these Bylaws, all of the authority of the Association will be exercised by or under the direction of the Board of Directors (i.e. the Board).

4.2. **Number and Qualification of Directors**. The initial Board of Directors in the Association consists of three (3) persons and are named in the amended Articles filed with the Ohio Secretary of State and made effective as of April 10, 2024 (the "Initial Directors"). Except those appointed by the Declarant, or named in the amended Articles, all Directors must be Owners. The spouse of an Owner is qualified to act as a Director if both the Owner and the spouse occupy the Lot. No person and his or her spouse may serve on the Board at the same time.

4.3. **Term**. The term of the initial Board of Directors will expire as of the date of that the special meeting held after the end of the Declarant Control Period at which time three (3) new

Directors will be elected. At such special meeting, one Director will be elected for a term of one (1) year and until his or her successor is elected and qualified; one (1) Director will be elected for a term of two (2) years and until his or her successor is elected and qualified; and one (1) Director will be elected for a term of three (3) years and until his or her successor is elected and qualified. Thereafter, all successor Directors will be elected for a term of one (1) year. Each of the new Directors will be a Member, a spouse of a Member, or a principal, member, owner, partner, director, officers, trustee, or employee of an Owner that is not an individual.

4.4. **Election of Directors**. Directors will be elected by the Members in person or by proxy at each annual meeting or at a special meeting called for the purpose of electing Director(s). At a meeting of the Members of the Association at which Directors are to be elected, only persons nominated as candidates will be eligible for election as Directors, and the candidates receiving the greatest number of votes will be elected. The Board may adopt rules regarding nominations and procedure for elections. Election to be a Director will be by secret ballot. At each such election, the Members or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration.

4.5. **Resignation; Removal, Vacancies**. A Director may resign at any time by giving written notice to the Board, the President, or the Secretary. The resignation will take effect on the date of receipt of such notice or at any later time specified therein, and unless specified therein, the acceptance of such resignation will not be necessary to make it effective.

A Director appointed by Declarant may be removed by Declarant at any time, with or without cause. An elected Director may be removed, with or without cause, by a majority vote of the Members voting at a meeting of the Members (this provision is not applicable to any Initial Director). Additionally, any elected Director who has three (3) unexcused absences from Board meetings or who is delinquent in the payment of an Assessment for more than twenty (20) days may be removed by a majority vote of the Directors at a meeting, a quorum being present (this provision is not applicable to any Initial Director). Notwithstanding the foregoing, or anything else in these Bylaws, the Members may not remove any Initial Director, and an Initial Director may not be removed due to unexcused absences from Board meetings.

If a vacancy is created because of resignation, removal, or death, a successor will be appointed or elected to serve for the unexpired term of the departed Director. For a vacancy created because Declarant removed a Director, Declarant will appoint a successor for any appointed Director or initial Director. If a vacancy is created because the Members removed a Director, then the Members will elect a successor for any elected Director using the procedure set forth in Section 4.4 above.

4.6. **Compensation**. Directors will serve without compensation except that Directors may be reimbursed for actual expenses incurred on behalf of the Association; provided, however, such expenses were approved in advance by the Association in writing, and the Director provides written receipts for reimbursement no more than thirty (30) days after expenses were incurred.

4.7. **Annual Organizational Meeting**. The annual organizational meeting of the Board of Directors will take place immediately after each annual meeting of the Members, at the time and place fixed from time to time by the Board.

4.8. **Regular Meetings**. Regular meetings of the Board of Directors may be held at such time and place as will be determined from time to time by a majority of the Directors, but at least four (4) such meetings will be held during a fiscal year with at least one (1) per quarter.

4.9. **Special Meetings**. Special meetings of the Board of Directors will be held when called by written notice signed by the President or Secretary of the Association, or by any two Directors. The notice will specify the time and place of the meeting and the nature of any special business to be considered.

4.10. **Conduct of Meetings**. The President will preside over all meetings of the Board of Directors, and the Secretary will keep the minutes of the meeting and record in the minute book all resolutions adopted, as well as a record of all transactions occurring thereat.

4.11. **Notice of Meetings; Waiver**. Notice of the time and place of each meeting of the Directors, whether annual, regular or special, will be given to each Director at least seventy-two (72) hours before the time set for the meeting. Waiver of notice of meetings of the Directors will be deemed the equivalent of proper notice. Any Director may, in writing, waive notice of any meeting of the Board of Directors, either before or after the holding of such meeting. Such writing will be entered into the minutes of the meeting. Attendance of any Director at any meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice, will be deemed to be a waiver by the Director of notice of such meeting.

4.12. **Quorum of Board of Directors**. At all meetings of the Board of Directors, a majority of the Directors will constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present will constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of any Director, if any action taken is approved by at least a majority of the required quorum for the meeting. Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

4.13. **Open Meeting**. All meetings of the Board of Directors will be open to all Members of the Association, but Members other than the Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

4.14. **Executive Session**. The Board of Directors, with approval of a majority of a quorum, may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, matters involving specific Members of the Association (ex. matters involving a specific Member's failure to pay Assessments), or orders of business of similar nature. The nature of any and all business to be considered in executive session will first be announced in open session.

4.15. **Action Without a Meeting**. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting with the affirmative vote or approval, and in writing or writings signed by all Directors. Any such writing will be entered into the minute book of the Association.

ARTICLE V
POWERS AND DUTIES

5.1. **Association**. The Association, through its Board of Directors, will do both of the following:

a. Cause to be kept a complete record of all its acts and corporate affairs, and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members representing thirty-three percent (33%) of Members who are entitled to vote;

b. Supervise all Officers (defined below), agents and employees of the Association, and to see that their respective duties are properly performed, with the Board having full power to make all personnel decisions;

c. As more fully provided in the Declarations, to: (i) establish, enforce, levy, and collect Assessments as provided in the Declarations; (ii) give written notice of each Assessment to every Member subject thereto within the time limits set forth therein; (iii) foreclose the lien against any property for which Assessments are not paid within a reasonable time after they are authorized by the Declarations to do so, or bring an action at law against the Member(s) personally obligated to pay the same, or both;

d, Issue, or cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not an Assessment has been paid. A reasonable charge may be made by the Board for issuance of these certificates. If a certificate states an Assessment has been paid, such certificate will be conclusive evidence of such payment;

e. Procure and maintain insurance as provided in the Declarations, and as the Board deems advisable;

f. Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declarations;

g. Cause the restrictions created by the Declarations to be enforced; and

h. Take all actions deemed necessary or desirable to comply with all requirements of law and the Declarations.

5.2. **The Board of Directors**. The Board will exercise all powers and authority, under law, and under provisions of the Declaration, that are not specifically and exclusively reserved to

the Members by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board will have the right, power and authority to:

a. Hire and fire managing agents, attorneys, accountants, and other independent professionals and employees that the Board determines are necessary or desirable in the management of the Property and the Association;

b. Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board of Directors, or the Property, or that involves two (2) or more Owners and relates to matters affecting the Property;

c. Enter into contracts and incur liabilities relating to the operation of the Property;

d. Enforce all provisions of the Declarations, these Bylaws, covenants, conditions, restrictions, and the Articles (as amended) governing the Lots and Common Element(s);

e. Adopt and enforce rules and regulations that regulate the maintenance, repair, replacement, modification, and appearance of Common Element(s), and any other rules as the Declarations provide;

f. Acquire, encumber, and convey or otherwise transfer real and personal property, subject to Ohio Revised Code Chapter 5312;

g. Hold in the name of the Association the real property and personal property;

h. Grant easements, leases, licenses, and concessions through or over the Common Element(s);

i. Levy and collect fees or other charges for the use, rental, or operation of the Common Element(s) or for services provided to Owners;

j. Pursuant to Ohio Revised Code Chapter 5312, levy the following charges and Assessments: (i) interest and charges for the late payment of Assessments; (ii) returned check charges; (iii) enforcement assessments for violations of the Declarations, these Bylaws, and the rules and regulations of the Association; and (iv) charges for damage to the Common Element(s) or other Property;

k. Adopt and amend rules and regulations that regulate the collection of delinquent Assessments and the application of payments of delinquent Assessments;

l. Impose reasonable charges for preparing, recording, or copying the Declarations, these Bylaws, amendments to the Declarations and Bylaws, resale certificates, or statements of unpaid Assessments;

m. Authorize entry to any portion of the Property by designated individuals when conditions exist that involve an imminent risk of damage or harm to the Common Element(s), another Dwelling Unit, or to the health or safety of the occupants of that Dwelling Unit or another Dwelling Unit;

n. Subject to division (A)(1) of Section 5312.09 of the Ohio Revised Code, borrow money and assign the right to Assessments or other future income to a lender as security for a loan to the Association;

o. Suspend the voting privileges and use of recreational facilities of an Owner who is delinquent in the payment of Assessments for more than thirty (30) days;

p. Purchase insurance and fidelity bonds the Directors consider appropriate and necessary;

q. Invest excess funds in investments that meet standards for fiduciary investments under the laws of Ohio;

r. Exercise powers that are any of the following: (i) conferred by the Declarations or Bylaws; (ii) permitted to be exercised in Ohio by a non-profit corporation; (iii) necessary and proper for the government and operation of the Association.

5.3. **Professional Management Contracts**. The Association may delegate all or any portion of its authority, subject to the Board of Directors supervision, to discharge its responsibilities herein to a manager or managing agent. Any management agreement will not exceed three (3) years and will provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

5.4. **Rules and Regulations**. The Board may adopt and amend rules and regulations (the "Rules and Regulations") for the maintenance, use conservation, and beautification of the Property and for the health, comfort, safety, and general welfare of Members and their families, tenants, and invitees. The Board, or any committee created by the Board, may impose fines on a Member who violates, or shoes family members, tenants, or invitees violate, the Rules and Regulations. The Board may establish a schedule of fines for particular violations of the Rules and Regulations to be paid by any Member who violates such Rules and Regulations. Any fines assessed by the Board will be due and payable on the date the next installment of any Assessment is due. In the event that a Member will fail to pay when due any fines assessed by the Board under this Section, then the amount of the assessed fines, in addition to any and all expenses incurred by the Board in enforcing this Section, including reasonable attorneys' fees to the extent permitted by Ohio law, may be levied as a special assessment against the Owner in question and his or her Lot. The levying of a fine against a defaulting or delinquent Member will not operate as a waiver of any other rights that the Board may have against such Member pursuant to the Declarations or these Bylaws. In the event such Rules and Regulations conflict with any provisions of the Declarations or these Bylaws, the provisions of the Declarations and these Bylaws will govern.

5.5. **Annual Review**. The Board may arrange annually for a certified public accountant to review the Association's books. Upon written request, the Board will provide a first mortgagee with a copy of any annual review report.

5.6. **Budget**. The Board of Directors will prepare and propose a budget covering the estimated common expenses and the various expenses of the Association for each coming fiscal year. The budget will include a capital contribution or reserve in accordance with a capital budget separately prepared by the Board. After adoption of the budget by the Members at a meeting of the Members, the Board will cause the summary of the budget and the Assessments to be levied against each Lot for the following year to be delivered to each Owner. The budget and Assessments will take effect on the first day of the fiscal year. The failure or delay of the Board to prepare and propose a budget, or the failure or delay of the Members to adopt a budget, as provided herein, will not constitute a waiver or release of the obligation of an Owner to pay the Assessments. In such event, the Assessments based upon the budget last adopted will continue until such time as the Association adopts a new budget.

ARTICLE VI
OFFICERS

6.1. **Officers**. The officers of the Association will be a President, Secretary, and Treasurer (collective, the "Officers"). The Board of Directors may elect such other Officers, including one or more Vice-Presidents, assistant Secretaries, and one or more assistant Treasurers, as it will deem desirable, such officers to have the authority to perform the duties prescribed form time to time by the Board. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer will be elected from among members of the Board of Directors.

6.2. **Election; Term of Office; Vacancies**. The officers of the Association will be elected annually by the Board of Directors at the first meeting of the Board following each annual meeting of the Members, as set forth in these Bylaws. A vacancy of any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

6.3 **Removal**. Any officer may be removed by the Board of Directors whenever, in its judgment, the interests of the Association would be served thereby.

6.4. **Powers and Duties**. The officers of the Association will each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President will be the chief executive officer of the Association. The Treasurer will have the primary responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to a finance committee, as management agent or both.

6.5. **Resignation**. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation will take effect on the date of the receipt

of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

ARTICLE VII
COMMITTEES

7.1. **General**. The Board may appoint and disband such committees as it chooses from time to time.

ARTICLE VIII
INDEMNIFICATION

8.1. **Indemnification**. The Association will indemnify every person who is or has been a Director, Officer, agent or employee of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses, including reasonable attorneys fees, and judgments, decrees, fines, penalties, loss, costs, damages, and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative of investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise in which such person was or is a party or is threatened to be made a party by reason of the fact that person was a Director, Officer, employee or agent of the Association, or is or was serving in such capacity at the request of the Association, provided that person: (i) acted in good faith and in a manner that person believed to be in, or not opposed to, the best interest of the Association, and (ii) in any matter the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification will be made in respect of any claim, issue or matter as to which such person will have been adjudged to be liable for gross negligence or misconduct in the performance of a duty to the Association unless and only to the extent that the court in which such action was brought will determine upon application that in view of all the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Unless ordered by a court of competent jurisdiction, the determination of indemnification, pursuant to the foregoing criteria, will be made: (a) by a majority vote of a quorum of Directors of the Association who were not and are not parties to or threatened with any such action, suit, or proceeding, or (b) if such a quorum is not obtainable, or if a majority of a quorum of disinterested Directors so direct, in a written opinion by independent legal counsel other than an attorney or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association or any person to be indemnified within the past five (5) years, or (c) by a majority vote of a quorum of Members, or (d) by the court of competent jurisdiction in which such action, suit or proceeding was brought.

Any indemnification as provided above will not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of the members of the Association, or otherwise.

ARTICLE IX
CONFLICTS AND AMENDMENTS

9.1. **Conflicts**. If there are conflicts or inconsistencies between the provisions of Ohio law, the Articles, the Declarations and these Bylaws, the provisions of Ohio law, the Articles, the Declarations, and these Bylaws, in that order will prevail.

9.2. **Amendment**. These Bylaws may be amended at any meeting of the Members duly called and held for that purposes. During the Declarant Control Period, the amendment must be adopted by the Declarant and Members holding at least seventy-five percent (75%) of the total votes of the association; at all other times, the amendment must be adopted by the Members holding at least seventy-five percent (75%) of the total votes of the Association.

ARTICLE X
MISCELLANEOUS

10.1. **Fiscal Year**. The Association will adopt any fiscal year as determined by the Board of Directors.

10.2. **Books and Records**.

a. *Inspection by Members*. The membership book, account books, and minutes of the Association, the Board, and any committee will be made available for inspection and copying by any Member or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within Warren County, Ohio, as the Board will prescribe. Without limiting the foregoing, unless approved by the Board, a Member (or Owner) may not examine or copy any of the following from books, records, or minutes: (i) information that pertains to Property-related personnel matters; (ii) communications with legal counsel or attorney work product pertaining to potential, threatened or pending litigation, or other Property-related matters; (iii) information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements; (iv) information related to the enforcement of the Declaration, these Bylaws, or rules and regulations of the Association against other Owner(s); or (v) information the disclosure of which is prohibited by state or federal law.

b. *Rules for Inspection*. The Board will establish reasonable rules with respect to: (i) notice to be given to the custodian of the records by the Members desiring to make the inspection; (ii) hours and days of the week when such inspection may be made; and (iii) payment of the cost of reproducing copies requested by a Member.

c. *Inspection by Directors*. Every Director will have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

10.3. **Notices**. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws will be in writing and will be deemed to have been duly given if delivered personally, sent by first class mail, postage prepaid, or emailed:

a. if to a Member, at the address which the Member has designated in a writing and filed with the Secretary or, if no such address has been designated, at the address of the residence of such Owner; or

b. if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as will be designated by the Board with written notice to the Owners.

10.4. **Non-Discrimination**. No Member (including the Declarant) and no employee, agent, or representative of a Member will discriminate on the basis of sex, race, color, creed, or national origin in the sale or lease of any Lot, or in the use of the Common Element(s).

10.5. **Non-Waiver of Covenants**. No delay or failure on the part of the Board and/or on the part of any Officer in exercising any right, power or privilege or in failing to enforce a covenant, condition, obligation or a provision contained the Declaration, Articles, these Bylaws, or in any Rules and Regulations will be or be deemed to be a waiver thereof, or be or be deemed to be waiver of any subsequent violation or breach of such covenant, condition, obligation, or privilege, nor will any single or partial exercise of any right, power, or privilege preclude any other or future exercise thereof or preclude the exercise of any other right, power, or privilege. All rights, powers, and privileges given hereunder or at law or in equity are cumulative, and any one or more of all of such rights, owners, and privileges may be exercised simultaneously or consecutively.

10.6. **Board's Power to Bind**. A lawful agreement or determination made by the Board or an Officer, in accordance with procedures established in the Declaration and Bylaws, will bind all Members, their successors and their assigns.

10.7. **No Act of Business for Profit**. These Bylaws will not be construed to give the Association authority to conduct any act of business for profit on behalf of one or more Members.

10.8. **Execution of Corporation Documents**. With the prior authorization of the Board of Directors, all notes, contracts and other documents will be executed on behalf of the Association by either the President or the Vice-President (if any), and all checks and other drafts will be executed on behalf of the Association by such Officers, agents, or other persons as are, from time to time, by the Board, authorized to do so.

10.9. **Governing Law**. The Bylaws will be interpreted and enforced under the laws of the State of Ohio.

10.10. **Severability**. The invalidity of part or all of any provision of these Bylaws will neither impair the validity of nor affect, in any manner, the Declaration, the Articles, or the rest of the Bylaws.

10.11. **Heirs, Successors and Assigns**. These Bylaws will be binding upon and will inure to the benefit of the Association, the Declarant, Members, and the Declarant's and Members, heirs, successors, assigns, and personal representatives.

LINDA ODA
WARREN COUNTY RECORDER

2024-027961

DECLARATION
12/11/2024 08:15:38 AM
REC FEE: 50.00 PGS: 4
PIN:

TRANSFER NOT NECESSARY

Dec 11, 2024

MATT NOLAN, Auditor
WARREN COUNTY, OH by TP

by LR 4PGS /GS

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR HERITAGE LANDING

This First Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Heritage Landing (this "First Amendment") is made and entered into this 5th day of December 2024 (the "Effective Date") by HERITAGE LANDING DEVELOPMENT, LLC (the "Declarant"), under the following circumstances:

A. Declarant is the owner of the real property located in the City of Middletown, Turtlecreek Township, Warren County, Ohio, as more particularly described on Exhibit A attached hereto (the "Property").

B. Declarant, as the owner of the Property recorded that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Heritage Landing in the Warren County, Ohio Recorder's Office on August 30, 2024, Document No. 2024-019304 (the "Declaration").

C. Pursuant to Section 12.2 of the Declaration, the Declaration may be amended by the Declarant and by the vote of at least seventy-five percent (75%) of the voting power of the Association.

D. Declarant holds more than seventy-five percent (75%) of the voting power of the Association and may amend the Declaration.

E. Declarant desires to amend certain covenants and restrictions in Article 6.

NOW, THEREFORE, intending to be legally bound, the Declarant states as follows:

1. The background set forth above is incorporated herein by reference.

2. Section 6.1.4. of the Declaration is hereby amended to read as follows:

6.1.4. **Signs**. Subject to guidelines, rules, and regulations adopted by the Declarant during the Declarant Control Period, or the Association after the Declarant Control

Period, no signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Declarant or any Builder while actively marketing the Lots or Dwelling Units for sale; (ii) street and identification signs installed by the Association or the Declarant; (iii) one temporary real estate sign not to exceed six (6) square feet in area advertising that such Lot is on the market; and (iv) safety signs and alarm signs in the mulch bed located at the front of the Unit or behind the rear corners of the Unit provided such signs do not exceed 8.5 inches x. 11 inches. Further, all signs must comply with all applicable laws, ordinances, and regulations

3. Section 6.1.9. of the Declaration is hereby amended to read as follows:

6.1.9. **Outdoor Fires.** No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any Lot. No pits shall be dug into the ground for a fire. Only a portable, freestanding metal vessel no larger than thirty-six inches in diameter and fueled by propane is permitted on the patio in the year of the Dwelling Unit.

4. Section 6.1.15. of the Declaration is hereby amended to read as follows:

6.1.15. **Fences.** Except for the existing fence installed along the perimeter of the Property, and fences on Lots installed during the original construction, no fences shall be permitted on a Lot.

5. Section 6.1.16. of the Declaration is hereby amended to read as follows:

6.1.16. **Pools and Spas.** No swimming pools, spas, hot tubs, cold plunges, or moveable or inflatable pools, spas, hot tubs, and cold plunges shall be constructed, erected, placed, or permitted on any Lot.

6. Section 6.1.19. of the Declaration is hereby amended to read as follows:

6.1.19. **No Structures, Alterations, or Improvements.** No Structures, alterations, or improvements shall be placed, erected, or installed upon any Lot unless expressly permitted under the terms of the Declaration. No exterior additions, alterations or modifications of existing improvements, including exterior flatwork and yard areas, are permitted. The restriction in this Section 6.1.19. shall not apply to the Declarant or any Builder. Notwithstanding anything contained herein, the Declarant shall have exclusive control over new construction within the Property. Nothing in the Organizational Documents that related to new construction may be adopted or modified without the Declarant's consent.

7. The following Section 6.1.23. is added to the Declaration:

6.1.23. **Flags.** No flags shall be displayed upon the Property except: (a) the United States flag, (2) the State of Ohio flag, (3) the POW/MIA flag, or (4) any service flag approved by the United States Secretary of Defense. The Declarant during the Declarant Control Period and then the Association after expiration of the Declarant Control Period may establish rules and regulations concerning the way the foregoing flags are displayed.

8. Notwithstanding anything to the contrary in the Declaration, an Owner may install a second door that is placed outside the usual exterior door of a Dwelling Unit for protection against cold and bad weather. The Declarant during the Declarant Control Period and then the Association after expiration of the Declarant Control Period may establish rules and regulations concerning the external design, color, materials, and the quality of workmanship of a second door.

This FIRST AMENDMENT is SIGNED as of the dates below and made effective as of the date first written above.

DECLARANT:
HERITAGE LANDING DEVELOPMENT, LLC

Signature
By: JOSEPH A. CRISTO
Its: MEMBER
Date: 12.6.24

Bryan Berning
Notary Public, State of Ohio
My Commission Expires:
May 10, 2027

STATE OF OHIO :
: ss.
COUNTY OF Butler :

The foregoing instrument was acknowledged before me this 6 day of December 2024 by Joseph Cristo, the Member of the **Heritage Landing Development, LLC**, on behalf of the company. No oath or affirmation was administered with respect to this notarial act.

Notary Public

This instrument prepared by:
Todd Flagel, Esq.
Flagel & Papakirk LLC
50 E Business Way, Suite 410
Cincinnati, Ohio 45241
Ph. (513) 984-8111

EXHIBIT A

Property

Date: July 9, 2024

Description: Heritage Landing
Phase One

Location: City of Middletown
Warren County, Ohio

Situated in Section 2, Town 2, Range 4, Between the Miamis, Turtlecreek Township, the City of Middletown, Warren County, Ohio and being all of Lots 1 through 19 and Open Space 20 of Heritage Landing as recorded in Plat Book 109, Page 15 of the Warren County Recorder's Office.

Heritage Landing Lot No.	Parcel No.
1	07-02-102-008
2	07-02-102-009
3	07-02-102-010
4	07-02-102-011
5	07-02-102-012
6	07-02-102-013
7	07-02-102-014
8	07-02-107-004
9	07-02-107-005
10	07-02-107-006
11	07-02-107-007
12	07-02-107-008
13	07-02-102-015
14	07-02-102-016
15	07-02-102-017
16	07-02-102-018
17	07-02-102-019
18	07-02-102-020
19	07-02-102-021
20	07-02-102-022

LR ALL NUMBERS

RESOLUTION OF THE ASSOCIATION AND DECLARANT

TO ESTABLISH CERTAIN GUIDELINES, RULES, AND REGULATIONS

The undersigned, being the Board of Directors of the Heritage Landing Community Homeowners Association, Inc., and the Declarant under that certain Declaration of Covenants, Conditions, Restrictions, and Reservations of Easements for Heritage Landing, which was recorded on August 30, 3024, in Document No. 2024-019304 of the Warren County, Ohio Recorder's Office, together with any and all amendments, addendums, modifications, restatements, or substitutions thereto (collectively, the "Declaration") does hereby adopt and ratify the Guidelines, Rules, and Regulations for the Property (as defined in the Declaration) attached hereto.

These Guidelines, Rules, and Regulations are subject to modification by the Declarant and/or the Board of Directors as permitted in the Declaration.

Adopted this 6 day of December 2024.

DECLARANT:

Heritage Landing Development, LLC

By: Joseph Cristo
Its: Member

BOARD OF DIRECTORS:

Adam M. Cristo, Director

Joseph A. Cristo, Director

Bryan Berning, Director

GUIDELINES, RULES AND REGULATIONS
(EFFECTIVE NOVEMBER __, 2024)

1. Exterior Structures. An Owner is not permitted to add any exterior Structures (as defined in the Declaration) to a Lot or Unit, including an arbor, awning, deck, fence, gazebo, pool, spa, hot tub, patio, pergola, trampoline, or trellis.

2. Basketball Goals. An Owner is not permitted to place or install a basketball goal on a Lot or Unit. This includes a base, backboard, and pole (whether installed in the ground), and regardless of if temporarily or permanently attached to a Unit. Standalone backboards are not permitted.

3. Exterior Light – Accent Light. An Owner is not permitted to place or install lighting fixtures for the purposes of decoration or to supplement originally installed exterior lighting on a Lot or Unit.

4. Fire Pit. An Owner is not permitted to dig into the ground to contain an outdoor fire on a Lot. An Owner may place a portable, freestanding metal vessel no larger than 36" in diameter and fueled by propane, in which a contained fire is made, on the outdoor patio in the rear of the Unit. No wood burning fire pits or vessels are permitted. More restrictive local rules, building, "open burn" regulations and fire codes supersede this Guideline.

5. Flags. An Owner is not permitted to display a flag on a Lot or Unit except: (a) the United States flag, (2) the State of Ohio flag, (3) the POW/MIA flag, or (4) any service flag approved by the United States Secretary of Defense ("Permitted Flags"). Permitted Flags must be displayed on a flag staff that is properly affixed to the side of Unit between the front door and the front of the garage. Flag poles are not permitted on a Lot. The maximum dimensions for a Permitted Flag are 3 ft. x 5 ft.

6. Garden. No garden may be planted, maintained, or harvested on a Lot. An Owner is not permitted to use any part of a Lot for growing fruit and/or vegetables.

7. Grill. An Owner may place one outdoor propane or natural gas grill, no greater than four feet in length, on the rear patio of a Unit.

8. Holiday Decorations. An Owner may place adornments or ornaments on the front door, stoop, and patio of a Unit for a limited time in accordance with this Section 8. An Owner is not permitted to place adornments or ornaments on a Lot or on bushes or other landscaping. Outdoor lights shall be designated for outdoor use and should not create a glare or nuisance. Adornments and ornaments must be kept to a minimum to maintain visual appeal throughout the community. Winder holiday decorations may be displayed during the period commencing no earlier than the day after Thanksgiving and no later than February 1st. All other holiday decorations may be displayed during the period commencing ten days prior to the day of the holiday and ending ten days after the holiday.

9. Exterior Color. An Owner is not permitted to change the exterior color of a Unit, including but not limited to roof, front/side/garage door, siding, masonry detail, trim, and shutters.

10. Landscaping. An Owner is not permitted to make improvements of the architectural aesthetic appearance and/or hardscape features of a Lot with the addition of vegetation, floral plants, trees and/or shrubs; provided, however, an Owner may plant seasonal flowers in the front planting bed on an Owner's Lot; and provided, further, the Owner maintains such flowers in a good and sightly condition.

11. Solar/Satellite Dish/Antenna. An owner may place solar panels and/or an electrical device which converts electric power into radio waves, and vice versa, and/or an antenna connected to a receiver or transmitter to facilitate electronic communication on a Unit in accordance with this Section 11. An antenna may take the form of a wire, receiving dish, metal rod, or similar apparatus. Before installing or placing such a device on a Unit, an Owner must obtain the Declarant's and/or Association's approval in writing.

11.1. Solar Panels. The installation of any solar panel on a Unit is subject to the following standards:

(a) The installation of solar panels constitutes an exterior improvement and accordingly, plans and specifications showing the nature, kind, height, materials, color and specific location of the solar panels must be submitted to and approved in writing by the Declarant or the Association, as applicable, prior to any installation or work being commenced.
(b) Solar panels may only be installed on the roof of a Unit.
(c) Solar panels shall only be installed on the portion (elevation) of the roof facing away from the street. The installation must be as inconspicuous as possible to blend with the existing roof elevation and not be visible from the street. The use of low-profile mounting brackets is required unless the Owner demonstrates that the use of low-mounting brackets is not feasible.
(d) The Owner must obtain all applicable permits prior to the start of any installation or work.
(e) Solar panels must be installed in accordance with plans submitted to the Declarant or Board of the Association for approval and all applicable codes and ordinances or must be removed.
(f) Solar panels must be installed with good workmanship and materials or be subject to removal.
(g) Solar panels must be properly maintained, repaired, and replaced by the Owner as reasonably necessary, in the determination of the Board.
(h) The exterior electrical or other such utility lines necessary for proper use of the solar panels must be contained in conduit painted in the color scheme of the Unit materials adjacent to the conduit.
(i) Solar panels may be removed if they become a nuisance for any reason including, but not limited to, disrepair, glare affecting others, improper installation, the use of materials that are nonconforming to the community standard or creating a safety hazard.

11.2. Satellite Dish/Antennas. The installation of any satellite dish or antennas on a Unit is subject to the following standards:

(a) The installation of a satellite dish and/or antenna constitutes an exterior improvement and accordingly, plans and specifications showing the nature, kind, height, materials, color and specific location of the solar panels must be submitted to and approved in writing by the Declarant or the Association, as applicable, prior to any installation or work being commenced.
(b) The installation must provide for a clean, professionally installed appearance.
(c) Satellite dishes shall not exceed twenty-four (24) inches in diameter.
(d) No antenna may exceed __ feet above the roofline.
(e) Satellite dishes and/or antenna must be installed in such a manner as not to be visible from the traveled roadway or a neighboring property.
(f) Installation must comply with all fire and safety codes.
(g) If placement is fixed close to the ground, screening may be required.
(h) Color is to be neutral or close match to the trim of the Unit.
(i) The Owner must maintain the condition and appearance, including the replacement of damaged, broken or missing party and painting and staining as appropriate.

The standards enumerated herein may be changed by either the Declarant or a majority vote of the Board of Directors.

12. Signs. An Owner is not permitted to place any sign on a Lot or Unit; provided, however, an Owner may place one movable, temporary sign advertising a Unit "for sale" or "for rent," provided such sign does not exceed six square feet in area; and an Owner may place safety signs or alarm signs in the mulch bed located at the front of the Unit or behind the rear corners of the Unit provided such signs do not exceed 8.5 inches x. 11 inches.

13. Storm Door. An Owner may install a second door that is placed outside the usual exterior door of a Unit for protection against cold and bad weather; provided such door must be attached to a front or real exterior door frame and provide a clean, professionally installed appearance. The frame of such door is permitted to be wood or aluminum and the color must match the trim, exterior door, siding or window frame of the Unit. The Owner must always maintain the conditions and appearance of the door, including replacement of damaged, broken or missing parts and painting and staining as appropriate.

14. Yard Decorations. An Owner may place any free-standing ornamental or decorative items on the front door, stoop, and patio in accordance with the guidelines and rules in this Section 14. No items shall be placed in mulch beds, trees, bushes, or other landscaping. No items that chime or make other sounds are permitted. The items must be erected to provide a clean, professionally installed appearance and the Owner must maintain the condition and appearance of the items, including replacement of damaged, broken or missing parts thereof, and painting and staining as appropriate. The items must be installed in such a fashion to remain plumb, upright and level. The color of any items should not detract from the overall aesthetic of the community. The maximum number of items permitted is a total of 2 by the front door and stoop and 4 on the rear patio. No item shall exceed a height of 2 ft.

ACTION BY WRITTEN CONSENT
OF
HERITAGE LANDING DEVELOPMENT, LLC

The undersigned, being all of the "Members" of **Heritage Landing Development, LLC**, an Ohio limited liability company (the "Company") hereby take and approve of the following actions by written consent, without a meeting:

WHEREAS, the Company is the "Declarant" under that certain Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Heritage Landing recorded on August 30, 2024, as Document No.: 2024-019304 (the "Declarations") in the Warren County, Ohio Recorder's official records; and

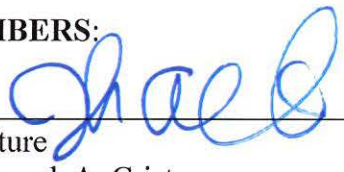
WHEREAS, it is in the best interest of the Company to execute and deliver the Resolution of the Association and Declarant to Establish Certain Guidelines, Rules, and Regulations attached hereto (the "Resolution to Establish Rules and Regulations"),

IT IS THEREFORE RESOLVED, that the Members unanimously consent and agree to cause the Company to execute and deliver the Resolution to Establish Rules and Regulations; and it is

FURTHER RESOLVED, that either Joseph A. Cristo or Adam M. Cristo, each as an authorized representative of the Company, is hereby authorized to sign and deliver any document, and to take all such other and further action in the name and on behalf of the Company, as he, in his sole judgment, deems necessary or appropriate to carry out the transactions and purposes of the foregoing resolutions. The signature of either Joseph A. Cristo or Adam M. Criston on any such document is conclusive proof of the Company's approval of any such action.

This ACTION BY WRITTEN CONSENT is SIGNED as of the dates below and made effective as of the 5th day of December 2024.

MEMBERS:



Signature
By: Joseph A. Cristo

Signature
By: Adam M. Cristo

ACTION BY WRITTEN CONSENT
OF
HERITAGE LANDING DEVELOPMENT, LLC

The undersigned, being all of the "Members" of **Heritage Landing Development, LLC**, an Ohio limited liability company (the "Company") hereby take and approve of the following actions by written consent, without a meeting:

WHEREAS, the Company is the "Declarant" under that certain Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Heritage Landing recorded on August 30, 2024, as Document No.: 2024-019304 (the "Declarations") in the Warren County, Ohio Recorder's official records; and

WHEREAS, it is in the best interest of the Company to amend the Declaration,

IT IS THEREFORE RESOLVED, that the Members unanimously consent and agree to amend the Declarations by recording the attached First Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Heritage Landing in the official records of the Warren County, Ohio Recorder; and it is

FURTHER RESOLVED, that either Joseph A. Cristo or Adam M. Cristo, each as an authorized representative of the Company, is hereby authorized to sign and deliver any document, and to take all such other and further action in the name and on behalf of the Company, as he, in his sole judgment, deems necessary or appropriate to carry out the transactions and purposes of the foregoing resolutions. The signature of Joseph A. Cristo or Adam M. Cristo on any such document is conclusive proof of the Company's approval of any such action.

This ACTION BY WRITTEN CONSENT is SIGNED as of the dates below and made effective as of the 5th day of December 2024.

MEMBERS:

Signature
By: Joseph A. Cristo

Signature
By: Adam M. Cristo

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR HERITAGE LANDING

This Second Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Heritage Landing (this "Second Amendment") is made and entered into this 17th day of January 2025 (the "Effective Date") by HERITAGE LANDING DEVELOPMENT, LLC (the "Declarant"), under the following circumstances:

A. Declarant is the owner of the real property located in the City of Middletown, Turtlecreek Township, Warren County, Ohio, as more particularly described on Exhibit A attached hereto (the "Property").

B. Declarant, as the owner of the Property recorded that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Heritage Landing in the Warren County, Ohio Recorder's Office on August 30, 2024, Document No. 2024-019304, as amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Heritage Landing recorded on December 11, 2024, as Document No. 2024-027961 (collectively, the "Declaration").

C. Pursuant to Section 12.2 of the Declaration, the Declaration may be amended by the Declarant and by the vote of at least seventy-five percent (75%) of the voting power of the Association.

D. Declarant holds more than seventy-five percent (75%) of the voting power of the Association and may amend the Declaration.

E. Declarant desires to amend the Declaration as set forth in this Second Amendment.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. The following is added as Section 5.4.6. of the Declaration:

"5.4.6. any and all costs, expenses and charges incurred by, or paid by the Association, for, or that relate to, services provided to and/or benefitting the assessed Lot, which services include but are not limited trash collection services."

2. The following is added as Section 5.4.7. of the Declaration:

"5.4.7. the foregoing items identified in subsections 5.4.1. – 5.4.6. are each an "Individual Assessment" and collectively, "Individual Assessments."

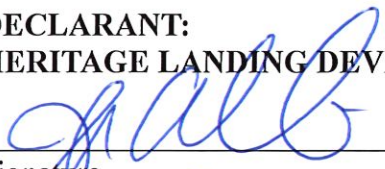
3. The recitals set forth above in this Second Amendment are true and incorporated herein by this reference.

4. The Declarant, holding more than seventy-five percent (75%) of the voting power of the Association, hereby approves of this Second Amendment.

5. Capitalized terms used herein not defined have the same meaning as used in the Declaration. Except as otherwise amended and modified by this Second Amendment, the Declaration's terms and conditions remain unmodified and in full force and effect. If any provision of this Second Amendment is determined by a court of competent jurisdiction to be invalid, or unenforceable, the remainder of this Second Amendment will be enforceable. In the event of a conflict between any terms of the Declaration and this Second Amendment, the terms and conditions of this Second Amendment will control. This Second Amendment may be signed electronically, which electronically created or transmitted signature will be considered an original.

This SECOND AMENDMENT is SIGNED as of the dates below and made effective as of the date first written above.

DECLARANT:
HERITAGE LANDING DEVELOPMENT, LLC



Signature
By: Joe Cristo
Its: Member
Date: 1/23/2025

[Acknowledgment on following page]

STATE OF OHIO :
: ss.
COUNTY OF Butler :

The foregoing instrument was acknowledged before me this 23 day of January 2025 by Joe Cristo, the member of the **Heritage Landing Development, LLC**, on behalf of the company. No oath or affirmation was administered with respect to this notarial act.

Notary Public

This instrument prepared by:
Paul Lewandowski, Flagel & Papakirk LLC, 50 E Business Way, Suite 410, Cincinnati, Ohio 45241
Ph. (513) 984-8111

NOTARIAL SEAL
STATE OF OHIO

Bryan Berning
Notary Public, State of Ohio
My Commission Expires:
May 10, 2027

EXHIBIT A

Property

Situated in Section 2, Town 2, Range 4, Between the Miamis, Turtlecreek Township, the City of Middletown, Warren County, Ohio and being all of Lots 1-15 and Open Space 20 of Heritage Landing as recorded in Plat Book 109, Page 15 of the Warren County Recorder's Office.

Heritage Landing Lot No.	Parcel No.
1	07-02-102-008
2	07-02-102-009
3	07-02-102-010
4	07-02-102-011
5	07-02-102-012
6	07-02-102-013
7	07-02-102-014
8	07-02-107-004
9	07-02-107-005
10	07-02-107-006
11	07-02-107-007
12	07-02-107-008
13	07-02-102-015
14	07-02-102-016
15	07-02-102-017
20	07-02-102-022

LINDA ODA
WARREN COUNTY RECORDER

2025-003207

DECLARATION
02/13/2025 02:50:21 PM
REC FEE: 50.00 PGS: 4
PIN:

TRANSFER NOT NECESSARY

Feb 13, 2025

MATT NOLAN, Auditor
WARREN COUNTY, OH by TR

by LR 4PGS / EO

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR HERITAGE LANDING

This Third Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Heritage Landing (this "Third Amendment") is made and entered into this 31st day of January 2025 (the "Effective Date") by HERITAGE LANDING DEVELOPMENT, LLC (the "Declarant"), under the following circumstances:

A. Declarant is the owner of the real property located in the City of Middletown, Turtlecreek Township, Warren County, Ohio, as more particularly described on Exhibit A attached hereto (the "Property").

B. Declarant, as the owner of the Property recorded that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Heritage Landing in the Warren County, Ohio Recorder's Office on August 30, 2024, Document No. 2024-019304, as amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Heritage Landing recorded on December 11, 2024, as Document No. 2024-027961, and the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Heritage Landing recorded on January 24, 2025, as Document No. 2025-001577 (collectively, the "Declaration").

C. Pursuant to Section 12.2 of the Declaration, the Declaration may be amended by the Declarant and by the vote of at least seventy-five percent (75%) of the voting power of the Association.

D. Declarant holds more than seventy-five percent (75%) of the voting power of the Association and may amend the Declaration.

E. Declarant desires to amend the Declaration as set forth in this Third Amendment.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. The recitals set forth above in this Third Amendment are true and incorporated herein by this reference.

2. The first sentence of Section 7.3 of the Declaration is deleted in its entirety and replaced with the following:

> "Subject to the provisions in Section 8.3.3., each Owner will maintain, repair, and replace, and keep in good condition and repair, and in a sightly condition, all at the Owner's expense, , such Owner's Lot and Dwelling Unit, including all Common Improvements."

3. The following is added as Section 8.3.3. of the Declaration:

> "8.3.3. Notwithstanding anything else in this Declaration, if: (1) all or any part of a Dwelling Unit is damaged due to a casualty for which the Association maintains insurance; and (2) the Association receives proceeds from such insurance because of such damage, then, the Association will apply all such insurance proceeds received toward the cost of repair and/or replacement of the damaged Dwelling Unit; provided, however, the Owner of the Dwelling Unit so damaged shall be responsible for paying any deductible relating to the insurance claim. To the extent insurance proceeds are received to repair and/or replace Common Improvements, the Owners of the Common Improvements shall be responsible for paying equal shares of any deductible."

4. The Declarant, holding more than seventy-five percent (75%) of the voting power of the Association, hereby approves of this Second Amendment.

5. Capitalized terms used herein not defined have the same meaning as used in the Declaration. Except as otherwise amended and modified by this Third Amendment, the Declaration's terms and conditions remain unmodified and in full force and effect. If any provision of this Third Amendment is determined by a court of competent jurisdiction to be invalid, or unenforceable, the remainder of this Third Amendment will be enforceable. In the event of a conflict between any terms of the Declaration and this Third Amendment, the terms and conditions of this Third Amendment will control. This Third Amendment may be signed electronically, which electronically created or transmitted signature will be considered an original.

[Signatures on the following page]

This THIRD AMENDMENT is SIGNED as of the dates below and made effective as of the date first written above.

DECLARANT:
HERITAGE LANDING DEVELOPMENT, LLC

Signature
By: Adam M. Cristo
Its: Member
Date: 2/6/25

STATE OF OHIO :
: ss.
COUNTY OF Butler :

The foregoing instrument was acknowledged before me this 6 day of February 2025 by Adam M Cristo, the Member of the **Heritage Landing Development, LLC**, on behalf of the company. No oath or affirmation was administered with respect to this notarial act.

Notary Public

This instrument prepared by:
Paul Lewandowski, Flagel & Papakirk LLC, 50 E Business Way, Suite 410, Cincinnati, Ohio 45241
Ph. (513) 984-8111

NOTARIAL SEAL STATE OF OHIO

Bryan Berning
Notary Public, State of Ohio
My Commission Expires:
May 10, 2027

LR ALL NUMBERS

EXHIBIT A

Property

Situated in Section 2, Town 2, Range 4, Between the Miamis, Turtlecreek Township, the City of Middletown, Warren County, Ohio and being all of Lots 1-15 and Open Space 20 of Heritage Landing as recorded in Plat Book 109, Page 15 of the Warren County Recorder's Office.

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7	07-02-102-014
8	07-02-107-004
9	07-02-107-005
10	07-02-107-006
11	07-02-107-007
12	07-02-107-008
13	07-02-102-015
14	07-02-102-016
15	07-02-102-017
20	07-02-102-022

TRANSFER NOT NECESSARY

Apr 29, 2025

MATT NOLAN, Auditor
WARREN COUNTY, OH by BS

LINDA ODA
WARREN COUNTY RECORDER

2025-009673

DECLARATION
04/29/2025 12:02:36 PM
REC FEE: 50.00 PGS: 4
PIN:

by GS 4 PGS
/ LR

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR HERITAGE LANDING

This Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Heritage Landing (this "Fourth Amendment") is made and entered into this 15th day of April 2025 (the "Effective Date") by HERITAGE LANDING DEVELOPMENT, LLC (the "Declarant"), under the following circumstances:

A. Declarant is the owner of the real property located in the City of Middletown, Turtlecreek Township, Warren County, Ohio, as more particularly described on Exhibit A attached hereto (the "Property").

B. Declarant recorded that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Heritage Landing in the Warren County, Ohio Recorder's Office on August 30, 2024, Document No. 2024-019304, as amended by the First Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Heritage Landing recorded on December 11, 2024, as Document No. 2024-027961, the Second Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Heritage Landing recorded on January 24, 2025, as Document No. 2025-001577, and the Third Amendment to Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Heritage Landing recorded on February 13, 2025, as Document No. 2025-003207 (collectively, the "Declaration").

C. Pursuant to Section 12.2 of the Declaration, the Declaration may be amended by the Declarant and by the vote of at least seventy-five percent (75%) of the voting power of the Association.

D. Declarant holds more than seventy-five percent (75%) of the voting power of the Association and may amend the Declaration and Bylaws.

E. Declarant desires to further amend the Declaration as set forth in this Fourth Amendment.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. The recitals set forth above in this Fourth Amendment are true and incorporated herein by this reference.

2. Section 2.2.1. of Exhibit C of the Declaration, the "Bylaws of Heritage Landing Community Homeowners Association, Inc." is hereby deleted in its entirety and replaced with the following:

> "2.2.1. *Declarant Voting Rights*. Notwithstanding the foregoing, or anything else in the Bylaws, during the Declarant Control Period, Declarant will be entitled to ten (10) votes for each Lot owned by Declarant. In addition, during the Declarant Control Period, Declarant will have an additional number of votes equal to ten (10) times the total number of Lots that could be placed on the Additional Property and subjected to the Declaration pursuant to the terms of the Declaration but have not yet been so added. After the Declarant Control Period, Declarant's voting rights will be the same as the other Owners."

3. The Declarant, holding more than seventy-five percent (75%) of the voting power of the Association, hereby consents and approves of this Fourth Amendment and the amendment of the Bylaws as provided herein. The Declarant further ratifies, confirms, consents, and approves of the Declaration, as has been previously amended.

4. Capitalized terms used herein not defined have the same meaning as used in the Declaration. Except as otherwise amended and modified by this Fourth Amendment, the Declaration's terms and conditions remain unmodified and in full force and effect. If any provision of this Fourth Amendment is determined by a court of competent jurisdiction to be invalid, or unenforceable, the remainder of this Fourth Amendment will be enforceable. In the event of a conflict between any terms of the Declaration and this Fourth Amendment, the terms and conditions of this Fourth Amendment will control. This Fourth Amendment may be signed electronically, which electronically created or transmitted signature will be considered an original.

This FOURTH AMENDMENT is SIGNED as of the dates below and made effective as of the date first written above.

DECLARANT:
HERITAGE LANDING DEVELOPMENT, LLC

Signature
By: JOSEPH A. CRISTO
Its: MEMBER
Date: 04.18.25

STATE OF OHIO :
: ss.
COUNTY OF Butler :

The foregoing instrument was acknowledged before me this 18 day of April 2025 by Joseph Cristo, the member of the **Heritage Landing Development, LLC**, on behalf of the company. No oath or affirmation was administered with respect to this notarial act.

Notary Public

This instrument prepared by:
Paul Lewandowski, Flagel & Papakirk LLC, 50 E Business Way, Suite 410, Cincinnati, Ohio 45241
Ph. (513) 984-8111

NOTARIAL SEAL STATE OF OHIO

Bryan Berning
Notary Public, State of Ohio
My Commission Expires:
May 10, 2027

GS for all

EXHIBIT A

Property

Situated in Section 2, Town 2, Range 4, Between the Miamis, Turtlecreek Township, the City of Middletown, Warren County, Ohio and being all of Lots 1-4, 6-14, and Open Space 20 of Heritage Landing as recorded in Plat Book 109, Page 15 of the Warren County Recorder's Office.

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7	07-02-102-014
8	07-02-107-004
9	07-02-107-005
10	07-02-107-006
47 (fka Lot 11)	07-02-107-035
48 (fka Lot 12)	07-02-107-036
49 (fka Lot 13)	07-02-102-024
50 (fka Lot 14)	07-02-102-023
20	07-02-102-022

HERITAGE LANDING COMMUNITY HOMEOWNERS ASSOCIATION, INC.

BOARD RULE AND REGULATION

Rule Regarding Vehicles, Parking, Vehicle Repairs, and Vehicle Covers

Effective Date: 8/12/2026

Pursuant to Article 3, Sections 3.3.2, 3.3.12, and 3.9, and Article 6, Sections 6.1.7 and 6.1.18 of the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Heritage Landing recorded at Warren County Recorder Instrument No. 2024-019304 (the "Declaration"), which authorize the Board of Directors to adopt and enforce reasonable Rules and Regulations governing the use of the Property, including parking, vehicle repairs, and the exterior appearance of Lots, and which expressly authorize the Board to enforce such rules by levying fines or enforcement charges, by having vehicles towed away, or by taking such other action as the Board deems appropriate, the Board hereby adopts the following Rule, effective as to all Owners and Occupants:

1. Definitions

1.1. "Vehicle" means any motor vehicle, trailer, boat, camper, or recreational vehicle, and includes the categories of vehicles described in Section 6.1.7 of the Declaration.

1.2. "Driveway" means the paved surface on a Lot extending from the garage door to the near edge of the sidewalk or, where no sidewalk crosses the Driveway, to the edge of the Private Roadway. The public or common sidewalk and any apron beyond it are not part of the Driveway.

1.3. "Fully Contained" means that no portion of a Vehicle, including bumpers, mirrors, hitches, cargo, ladder racks, or any attached or carried item, extends beyond the paved surface of the Driveway at any point.

2. Driveway Parking

2.1. No more than two (2) Vehicles may be parked in a Driveway at any time.

2.2. Every Vehicle parked in a Driveway must be Fully Contained. No portion of any Vehicle may extend onto or over grass, mulch beds, landscaping, any sidewalk, or the Private Roadway.

2.3. Any Vehicle that cannot be Fully Contained within the Driveway must be parked within the garage serving the Dwelling Unit. This Rule does not entitle any Owner or Occupant to park a Vehicle partly on the sidewalk, the Private Roadway, or any unpaved surface on the ground that the Vehicle is too large for the Driveway.

2.4. Parking on any unpaved surface anywhere on the Property is prohibited, consistent with Section 6.1.7 of the Declaration.

2.5. Vehicles must be parked so as not to obstruct pedestrian passage on any sidewalk or vehicular passage on the Private Roadway, including access by emergency, refuse, and delivery vehicles.

3. Additional Vehicles and Private Roadway Parking

Any additional Vehicle must be parked within the garage serving the Dwelling Unit or, on a temporary basis of less than twenty-four (24) consecutive hours, in a designated guest parking area, consistent with Section 6.1.7 of the Declaration.

3.1. Occupants may not park on the Private Roadway. The designated parking spaces on the Private Roadway are reserved for guests of Occupants and third-party service vehicles, for periods of less than twenty-four (24) consecutive hours.

3.2. No trailer, mobile home, camper, recreational vehicle, boat, commercial vehicle, or truck as defined in Section 6.1.7 of the Declaration may be parked anywhere on the Property except within a garage.

3.3. No junk, derelict, or inoperable Vehicle, and no Vehicle without current registration plates displayed, may be kept anywhere on the Property except within a garage.

4. Vehicle Repairs and Maintenance Prohibited

Consistent with Section 6.1.7 of the Declaration, vehicle repairs and vehicle storage are permitted on the Property only within a garage. Without limiting the foregoing, the following are prohibited in any Driveway, on the Private Roadway, in any guest parking area, or anywhere else on a Lot or the Common Elements outside a garage: mechanical or body repair; the changing or draining of oil, coolant, or any other fluid; tire or brake work; the operation of jacks, jack stands, ramps, or lifts; and the storage of parts, tools, tires, or fluids.

5. Vehicle Covers Prohibited

No car cover, tarp, or similar covering of any kind shall be placed or permitted on any Vehicle parked outside a garage, whether in a Driveway, on the Private Roadway, or elsewhere on a Lot. This restriction is adopted pursuant to Sections 6.1.7 and 6.1.18 of the Declaration, which authorize the Board to adopt rules concerning the exterior appearance of Lots and other matters in order to maintain a uniform exterior appearance and uniform standards, and which prohibit outdoor storage and property on a Lot not otherwise permitted by the Organizational Documents. This restriction is intended to maintain a uniform and neat exterior appearance throughout the community.

6. Towing

6.1. Private Roadway and Common Elements. The Private Roadway, the designated guest parking spaces, and all other Common Elements are owned by the Association and are hereby designated a private tow-away zone under Ohio Revised Code Section 4513.601. The Board is authorized to contract with a towing service, to post and maintain signage complying with R.C. 4513.601(A)(1) at each entrance to the Property, and to cause the removal of any Vehicle parked on the Private Roadway or in a guest parking area in violation of the Declaration or this Rule, at the risk and expense of the vehicle owner and operator, without further notice to the Owner.

6.2. Driveways. Vehicles parked in a Driveway shall not be towed by or at the direction of the Association. Violations of Sections 2, 4, and 5 of this Rule shall be enforced by the notice, hearing, enforcement assessment, lien, and legal remedies described in Section 8 below.

7. Enforcement

A violation of this Rule shall be treated as a violation of the corresponding Section of the Declaration referenced above. The Board may enforce this Rule through any of the remedies available under Sections 3.9, 6.1.7, 6.1.18, 6.2, 11.1, 11.2, 11.3, and 11.6 of the Declaration, including, without limitation, levying a fine or enforcement assessment as an Individual Assessment under Sections 5.4 and 11.4 of the Declaration and Ohio Revised Code Section 5312.11, requiring correction of the violation, entering upon a Lot to summarily abate and remove any thing or condition existing in violation of this Rule, suspending voting rights and Common Element privileges, seeking injunctive relief, and, as to Vehicles located on the Common Elements only, arranging for towing at the vehicle owner's expense.

7.1. All fines, enforcement assessments, interest, late charges, collection costs, attorney's fees, paralegal fees, and court costs incurred in enforcing this Rule constitute Individual Assessments against the Lot under Sections 5.4.2, 5.4.3, 5.4.4, and 11.3 of the Declaration, and are secured by the Association's lien under Section 5.10 of the Declaration and Ohio Revised Code Section 5312.12.

7.2. Where a Vehicle in violation is operated by a tenant, family member, guest, or invitee of an Owner, the fine is levied against the Owner of the Lot as an Individual Assessment.

8. Notice, Hearing, and Assessment Procedure

8.1. Before imposing any fine or enforcement assessment under this Rule, the Board will deliver written notice to the Owner containing all of the items required by Section 5.5.1 of the Declaration and Ohio Revised Code Section 5312.11(C), namely: a description of the violation, the amount of the proposed charge, a statement of the Owner's right to a hearing before the Board, the procedure for requesting a hearing, and a reasonable date by which the Owner must cure a continuing violation to avoid the charge.

8.2. The Owner may request a hearing by delivering written notice to the Board not later than the tenth (10th) day after receiving the notice. If no timely request is made, the right to a hearing is waived and the Board may immediately impose the charge.

8.3. If a hearing is requested, the Board will provide written notice of the date, time, and location at least seven (7) days before the hearing and will not levy the charge before the hearing is held. Within thirty (30) days after a hearing at which a charge is imposed, the Association will deliver written notice of the charge to the Owner.

8.4. For a repeated or continuing violation, the Board may issue the notice required by Section 8.1 without providing any further opportunity to cure, but will in all cases issue that notice and honor the hearing right before levying any charge.

8.5. Notice will be delivered in the manner permitted by Section 5.5.3 of the Declaration and Ohio Revised Code Section 5312.11(D)(5).

8.6. Nothing in this Section 8 limits the Board's right under Section 11.1 of the Declaration to act without notice in an emergency, or its right to tow from the Common Elements under Section 6.1 of this Rule, which requires no notice to the Owner.

9. Fine Schedule

The schedule attached as Exhibit A is adopted as part of this Rule. Each day a violation continues after the cure date stated in the notice is a separate violation.

10. Grace Period

Sections 2, 4, and 5 of this Rule will not be enforced by fine until thirty (30) days after the Effective Date. Existing violations must be corrected within that period.

11. Severability

If any provision of this Rule is held invalid or unenforceable, the remaining provisions remain in full force.

This Rule is adopted by the Board of Directors of Heritage Landing Community Homeowners Association, Inc. pursuant to its authority under the Declaration and does not require a vote of the membership.

EXHIBIT A: FINE SCHEDULE

Violation	1st	2nd	3rd & each after	Continuing, per day after cure date
Driveway overhang onto sidewalk, roadway, grass, or mulch (§2.2)	$100	$200	$300	$50
More than 2 vehicles in driveway (§2.1)	$100	$200	$300	$50
Parking on unpaved surface (§2.4)	$150	$300	$400	$75
Obstructing sidewalk or emergency access (§2.5)	$250	$500	$500	$100
Occupant parking on Private Roadway (§3.1)	$150	$300	$400	$75, plus tow
Guest space over 24 hours (§3)	Tow	Tow + $150	Tow + $300	n/a
Trailer, boat, RV, commercial vehicle outside garage (§3.2)	$250	$500	$500	$100
Junk, derelict, inoperable, or unregistered vehicle (§3.3)	$250	$500	$500	$100
Vehicle repair or fluid change outside garage (§4)	$250	$500	$500	$100
Vehicle cover (§5)	$100	$200	$300	$50, plus removal by Association at Owner's expense

Plus, in every case, actual towing and storage charges, collection costs, and attorney's fees under Declaration 3.9, 5.4.4, and 11.3.

Continuing daily charges for any single violation event will not exceed $2,500 in the aggregate, exclusive of towing, collection costs, and attorney's fees.

Adopted by the Board of Directors:

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Authorized Signatory, Heritage Landing Community Homeowners Association, Inc.

Date: 08/12/26